

密勒氏評論報

THE CHINA WEEKLY REVIEW

Formerly Millard's Review

中華郵政特准掛號立券之報紙

Registered at the Chinese Post Office as a Newspaper for transmission with special marks privileges in China.

VOLUME XXVI

SHANGHAI, CHINA, SATURDAY, SEPTEMBER 1, 1923

NUMBER 1

THE CHINA WEEKLY REVIEW

Formerly Millard's Review

Cable Address "REVIEWING SHANGHAI"

PUBLISHED AT NO. 4 AVENUE EDWARD VII, SHANGHAI, CHINA, BY MILLARD PUBLISHING COMPANY, INCORPORATED BY THE LAWS OF THE STATE OF DELAWARE, UNITED STATES OF AMERICA.

J. B. POWELL, Editor and Publisher

HOLLINGTON K. TONG, Assistant Editor, Peking

MARGARET C. POWELL, Local Editor and Women's Interest

R. B. LIBBY, Financial Editor and Business Manager

CONTRIBUTING EDITORS

H. F. MACNAIR, Editor, Current History Finance and Commerce

C. F. REMER, (America) PETER S. IOWE, (Hankow)

HIN WONG, (Canton) PEI-YU CHIEN, (Peking)

CHAS. A. DAILEY and Tientsin)

YEARLY SUBSCRIPTION, FIFTY-TWO ISSUES, TEN DOLLARS (CHINESE CURRENCY) IN ADVANCE. POSTAGE INCLUDED IN CHINA AND JAPAN. IN THE UNITED STATES AND FOREIGN COUNTRIES SEVEN DOLLARS AND FIFTY CENTS U. S. CURRENCY. REMITTANCE FROM OTHER COUNTRIES THAN CHINA AND THE U. S. CAN BE MADE BY INTERNATIONAL MONEY ORDER. ENTERED AS SECOND-CLASS MATTER IN THE CHINESE POST OFFICE AT SHANGHAI IN MAY 1917.

Contents

Editorial Paragraphs	
American Policy and the Chinese Railways	1
Dyer to Introduce New U. S. Court Bill	2
Schools of Journalism for China	3
The Journalist's Creed	4
There's Only One Genuine "Who's Who in China"	4
Special Articles	
S Denby Favors More Patrol Boats on Yangtze	4
American Lives and Interests Shall Be Protected-Admiral Phelps	5
Bulls, Bull and John Bull	6
Agricultural Unrest May Lead to Bolshevism in China	8
The Deadlock in Szechwan	10
Advertising an Essential Factor in American Trade in China	11
The Constitution of China and the Constitutional Law of the Philippines	12
A Glance at Siam	19
Miscellaneous	
Searching the World for Manufacturing Material	9
Americans Becoming Interested in Chinese Jade	31
Who's Who in China	16
Men and Events	27
News from Central China	28
News from North China	32
The Week in the Far East	34
General News Summary	38
New Books and Publications	
The Problem of Population	40
Outline for Study of Current History	41
Financial Notes	42
What the Ships Carry between America and China	43
U. S. Court for China	44
COMMUNICATIONS PERTAINING TO SUBSCRIPTIONS OR ADVERTISING IN CHINA SHOULD BE ADDRESSED TO THE CHINA WEEKLY REVIEW AT 4 AVENUE EDWARD VII, SHANGHAI, CHINA. TELEPHONE CENTRAL 4741. CABLE ADDRESS "REVIEWING SHANGHAI."	

AMERICAN OFFICE

WORLD WIDE NEWS ASSOCIATION

303 Fifth Avenue, New York City

Telephone: LEXINGTON 5300 Cable Ad.: SCHOLZEM, N. Y.

PACIFIC COAST OFFICES (World Wide News Association)

H. H. CONGER CO. { Los Angeles Holbrook Bldg.

{ San Francisco Higgins Bldg.

Orders for advertisements and subscriptions in the United States may be placed through the above offices.

WASHINGTON BUREAU

J. J. Underwood—Correspondent

Colorado Building, Washington, D. C.

AMERICAN POLICY AND THE CHINESE RAILWAYS

WHEN the Lincheng Note was presented to the Chinese government early in August, the Diplomatic Body at Peking reserved the right, "after a more elaborate study of the question, of presenting as soon as possible to the Chinese government the scheme which it will have adopted." This part of the "note" referred to protection of the Chinese railways in the future against such depredations as the Lincheng outrage and similar disturbances which have tended to make travel unsafe and the shipment of goods hazardous on the railways of China. Although nothing has been said officially by the Diplomatic Body at Peking regarding the contents of the note which is to be presented to the government, the newspapers on August 22, carried stories to the effect that the note would contain the following provisions:

1. A railway defence administrative bureau shall be established in the Ministry of Communications with a foreign officer as its chief and police authority over all national railways throughout the country should be accorded to the new bureau.
2. Railway defence offices shall be established for all Chinese railways and the offices shall be managed by foreign officers.
3. Standing railway guards belonging to the Railway Defence Administrative Bureau shall be organized and these guards shall be stationed on all Chinese railways.
4. In order to guarantee the expenses of the standing railway guards, foreigners shall be appointed as accountants and superintendents of railway affairs.

ACCORDING to the newspaper reports, the contents of the Diplomatic Body's note, are supposed to have "leaked" from the British Legation and as a result the British for the past week have been subjected to all kinds of adverse criticism and propaganda on the part of the Chinese press. The fact that the British have the largest investment of any foreign nationality in the Chinese railways naturally has laid them open to the suspicion that the Lincheng outrage is being used as an excuse for taking over the administration of the Chinese railways. In addition to threatening the British with a boycott of their trade, the Chinese propaganda has also sought to break up the unanimity of the diplomatic corps as displayed in the signatures attached to the original Lincheng note. The *Yi Shih Pao* of Peking stated that "Great Britain was responsible" for the note, that France would "blindly follow," that Belgium and the Netherlands would also follow along, that Japan had adopted a "neutral" attitude and probably would find it "expedient to oppose the proposal" and that the

United States "has all along shown her disapproval of it." In addition to the foregoing the *Evening News* of Shanghai, a newspaper supposed to express the views of Dr. Sun Yat Sen, in its issue of August 27 contained a dispatch from its Peking correspondent to the effect that, "It is reported that the U. S. Secretary of State Hughes has telegraphed to Dr. J. G. Schurman, American Minister at Peking, instructing him to oppose the British proposal for protection of China's railways."

THE Peking and Tientsin *Times*, the British paper at Tientsin in its issue of August 23 after referring to the inspired anti-British propaganda in circulation in the capital in respect to the proposals under consideration for the protection of the Chinese railways, said that the final proposals of the special committee of the Diplomatic Body would provide:

1. That the Chinese railway (police) force be reorganized and placed under instruction and supervision of foreign officers;
2. That foreign control be exercised over sufficient railway revenues or sources of revenue to ensure the regular payment of these police, this recommendation being made in the belief that regular payment of police salaries strengthens their morale.

In the same article the Peking and Tientsin *Times* correspondent said, "It was this latter recommendation that led to Chinese confusion as to foreign control of supervision of Chinese railway finances. As to 'British proposals,' there is no such thing in the report. The proposals were those of a Diplomatic Corps' Committee to the Corps. They are no more 'British proposals' than they are 'American,' or 'French,' or 'Italian.' The misunderstanding in this connection arose from the fact that the Committee asked the British Legation, purely as a matter of convenience, to prepare the draft of the recommendations, a purely clerical task." There has been so much propaganda regarding the supposed contents of the note to be presented, that it is difficult to determine from available sources just what the Diplomatic Body has in mind. The report from the British paper in Tientsin quoted above is probably near the truth, but as we understand the matter now it still requires the approval of various home governments before it can be presented to China. The fact that there is now in contemplation some sort of definite action to make travel and the shipment of goods on the Chinese railways reasonably safe will receive the unanimous approval of the foreign commercial interests. This goes without saying. We also believe that the long-suffering Chinese commercial interests will approve of the scheme as long as it does not amount to the actual taking over of the administration of the railways. Anything that will remove the Chinese railways from the category of Tuchun's playthings will be welcomed by thinking Chinese as well as foreigners. A prominent Chinese banker of our acquaintance who recently took a trip over the Peking-Hankow line and was forced to stand up a great part of the distance while soldiers with military passes occupied all of the seats, expressed his opinion that the railways of China as now operated by the Tuchuns were a handicap to the country for the reason that they serve to promote internal disorder through providing the militarists with a means for moving large bodies of soldiers around over the country disrupting business and creating anarchy.

THE question that is bothering the representatives of American commercial interests in China, is the attitude of the American government in connection with this important ques-

tion. The United States government, through the department of Commerce, has had skilled engineers in China almost continuously for the last half dozen years studying the railroad and transportation problem. Mr. Paul Whitham, a civil engineer, spent three years at the job and when he left the government service, Mr. Frank Rhea took up the work from the commercial and financial standpoints. Reports by these men are on file in Washington in the State and Commerce Departments and should provide the information which the American government needs for the formation of intelligent policies. In addition to this, the American Chamber of Commerce in Peking has had a special committee at work on this subject and its reports are also in the hands of the officials at Washington. Then still further in addition we have the American group in the China Consortium which is supposed to have reliable information regarding the railway situation in China as gathered by its representative in China. With this great mass of reliable information in its possession, the American government has the opportunity at hand to come forward with a constructive plan not only for railroad protection, but for further railroad construction and unification. Without question the American government will oppose the taking over of the Chinese railways and their operation by the foreign powers, but this policy naturally does not preclude the American government from coming forward with a constructive plan for helping the Chinese people control their own railways and protecting them from certain selfish interests acting inimically not only to the Chinese people but to the interests of the United States as well. The Chinese railways are in default to American concerns for practically \$20,000,000 for materials purchased. Certainly this should provide the incentive for the American government to take a positive stand from the standpoint of protecting the interests of its own citizens, if for no other reasons concerned with the development of American policy out here.

DYER TO INTRODUCE NEW U. S. COURT BILL

THERE appeared in the *Review* for August 11, a copy of a measure introduced in the last U. S. Congress by Hon. L. C. Dyer of Missouri, the purpose of which was to improve the status of the United States Court for China and to bring the machinery of the Court up to the present increased demands of the American community in China. There also appeared in this connection a discussion of further changes and improvements not included in the Dyer bill but which were felt to be needed. The *Review* is now in receipt of the revised measure which Mr. Dyer will introduce in the new Congress which incorporates the suggestions outlined in our previous discussion of this subject. The measure as it now stands reads as follows:

A BILL.

To supplement the Act of June 30, 1906, creating the United States Court for China.

WHEREAS, The act creating the United States Court for China provides (Sec. 6)

"There shall be a District Attorney, a marshal, and a clerk of said court, with authority possessed by the corresponding officers of the district courts in the United States" etc. and

WHEREAS, Section 362 of the Revised Statutes provides:

"The Attorney General shall exercise general superintendence and direction over the attorneys and marshals of all the districts in the United States and the Territories as to the manner of discharging their respective duties; and the several district attorneys are

required to report to the Attorney General an account of their official proceedings, and of the state and condition of their respective offices in such time and manner as the Attorney General may direct," and

WHEREAS, Section 1 of the Act of June 30, 1906 (34 Stats. at Large, Ch. 3934) provides

"The Attorney-General shall hereafter under rules and regulations prescribed by him require the clerks of the United States circuit and district courts, clerks of the Territorial courts, clerks of the United States Courts in Alaska to report and account for all monies received by them on account of or as security for fees and costs and to report and account for all amount collected or received by them on behalf of the United States on account of judgments, fines, forfeitures, penalties and costs."

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled. Section 1. That the Attorney-General be required to take immediate steps to supervise the said officers of the United States Court for China and to require them to report to him and be subject to his direction to the same extent as the corresponding officers of District courts in the United States.

Section 2. The United States Commissioner for China shall in addition to the powers conferred by Act of June 4, 1920 (41 Stats. at Large, Pt. 1, p.740) have and exercise in China, jurisdiction similar and corresponding to that conferred by the Acts of Congress upon court commissioners in Alaska. In the absence or disability of the Judge, the said Commissioner may make any order which the Judge could make in chambers in vacation and he may at any time hear and determine any cause in which the Judge is disqualified, or where both parties consent in writing. The Commissioner shall continue to be appointed as at present provided except that approval shall be by the Attorney General.

Section 3. All fees collected by and for said Commissioner shall be paid into the treasury of the United States, but he shall receive a salary of four thousand dollars per annum.

Section 4. The Clerk of the United States Court for China shall hereafter be appointed in the same manner as clerks of other United States District Courts. He shall be allowed a Deputy who shall receive a salary of twenty-five hundred dollars per annum.

Section 5. The Judge of said United States Court for China shall, in accordance with rules which he shall prescribe as to the manner of selection and challenge, name two disinterested assessors who shall be citizens of the United States, at least thirty years of age, to sit with him in the trial of any of the following causes:

(1) All capital cases.

(2) All civil cases which would be triable by jury in a regular district court of the United States and in which either party in writing, at least two days before the day set for trial, shall request such assessors.

(3) Any other case, criminal or civil, in which the said Judge deems it advisable.

The said Assessors may concur in the findings of the Judge, or make separate dissenting findings which shall be considered by the Judge in rendering judgment, or he may submit any or all questions of fact to the Assessors and base his judgment upon their joint finding.

SCHOOLS OF JOURNALISM FOR CHINA

IT is unfortunate that Dr. J. Leighton Stuart, president of Peking University has as yet been unable to raise the \$500,000 needed for the establishment of a school of journalism in Peking. While we think Shanghai would offer a better location for a school such as Dr. Stuart has in mind, this factor does not detract from our hope that his efforts ultimately will be successful. St. John's University of Shanghai has offered courses in journalism with considerable success for two or three years, the first teacher being Mr. Patterson formerly assistant editor of this journal and at present Mr. Maurice Votaw a graduate of the School of Journalism of the University of Missouri. Several students who have taken the journalism courses at St. John's are now connected with Shanghai newspapers and from all reports, are giving a good account of themselves.

The proper time to found a school or schools of journalism in China is the present, due to the fact that journalism or rather modern newspapers and magazines in China are just beginning to develop. At the time of the establishment of the Republic China did not have more than two dozen publications; now according to report there are more than 800 journals in regular publication. The Commercial Press, the great Chinese publishing house of Shanghai in some ways the largest and most complete publishing plant in the world, issues now from its own premises probably as many publications as there were in existence in all China before the revolution of 1911. In America the school of journalism came after a strong press had been developed. In many respects the school of journalism became a necessity because of the demands of the publishing industry for trained men. The School of Journalism of the University of Missouri, for example, one of the first to be established in America has graduated 432 students since the first class in 1909 and of this number it is reported that more than 95 percent are actually engaged in some form of journalistic activity. There are now more than 600 students enrolled, according to a recent publication of the school. In addition to the theoretical instruction received in the classroom, the students themselves publish a daily newspaper which provides the practical training.

IF China is to continue as a republic, and of this there can be no question, a strong independent press is necessary—more, it is vital. Up to the present the profession of journalism in China has been of low repute, the newspaperman being held in little higher regard than the mountebank, which he usually was. And, we are sorry to relate, many foreigners coming to China for newspaper work have been little better than the popular conception of the Chinese journalist. A history of foreign journalism in China would, if honestly written, contain many black pages that would bring blushes of shame to the upholders of clean and honest journalism abroad. For example there would be the case of the Shanghai editor who came out in an editorial stating, "In view of our Japanese subsidy having been discontinued, we will now support the Russians." This happened during the Russo-Japanese war and there is the more recent case of the foreign editor who used to be a violent exponent of the Chinese point of view but who changed over to the Japanese side during the Paris Peace Conference, because according to popular report, the Chinese withdrew their support and the Japanese came through with the money. Fortunately these instances are not the general rule and public opinion has properly taken care of those who have violated the ethics of the profession. There are honest editors in China both foreign and Chinese and these men will welcome the establishment of a school of journalism in China, several of them, to the end that the rapidly developing press of China may have a body of young men imbued with the proper ideals of their profession to draw upon. Newspapers in China today have a precarious existence, owing to the fact that the Chinese business man has not yet learned to appreciate the value of honest legitimate advertising. But the Chinese editor will not always remain the slave of a selfish interest, political or otherwise. He is already asserting his independence, which statement may be proved by reading the editorials of such papers as the *Shun Pao*, *Sin Wan Pao*, *Yi Shih Pao* and others. The School of Journalism of the University of Missouri has adopted a "Journalists' Creed" similar to the standard of ethics of the medical and other professions which we respectfully recommend for the careful perusal of those foreign and Chinese editors who look upon their profession

as something that can be bought and sold as a commodity by the highest bidder or who do not consider special training, ethics or ideals of value in the Journalistic profession;

THE JOURNALIST'S CREED

I believe in the profession of journalism.

I believe that the public journal is a public trust; that all connected with it are, to the full measure of their responsibility, trustees for the public; that acceptance of lesser service than the public service is betrayal of this trust.

I believe that clear thinking and clear statement, accuracy and fairness, are fundamental to good journalism.

I believe that a journalist should write only what he holds in his heart to be true.

I believe that suppression of the news, for any consideration other than the welfare of society, is indefensible.

I believe that no one should write as a journalist what he would not say as a gentleman; that bribery of one's own pocketbook is as much to be avoided as bribery by the pocketbook of another; that individual responsibility may not be escaped by pleading another's instructions or another's dividends.

I believe that advertising, news and editorial columns should alike serve the best interests of readers; that a single standard of helpful truth and cleanness should prevail for all; that the supreme test of good journalism is the measure of its public service.

I believe that the journalism which succeeds best—and best deserves success—fears God and honors man; is stoutly independent, unmoved by pride of opinion or greed of power, constructive, tolerant but never careless, self-controlled, patient, always respectful of its readers but always unafraid; is quickly indignant at injustice; is unswayed by the appeal of privilege or the clamor of the mob; seeks to give every man a chance and, as far as law and honest wage and recognition of human brotherhood can make it so, an equal chance; is profoundly patriotic while sincerely promoting international good will and cementing world-comradeship; is a journalism of humanity, of and for today's world.

THERE'S ONLY ONE GENUINE "WHO'S WHO IN CHINA"

SEVERAL years ago the *Review* began the publication in its columns of a department entitled, "Who's Who in China." In this department has appeared practically every week photographs and biographies of Chinese leaders in various fields of endeavor. These biographies have been supplied to the *Review* by its correspondents in various parts of China and have been published purely as a matter of news. The idea always has been to make this department of the *Review* really representative of the men in various lines of endeavor in all parts of China who have actually risen to positions of influence in the affairs of the land, whether it is politics, military life, business or professional affairs. After this department had appeared in our columns for some time there came a demand for the republication of the photographs and biographies in book form so that was done and two editions have been published to date, both of which are entirely sold out.

A third edition of the book to contain approximately 500 biographies is now in preparation and probably will be ready for distribution by the first of next year. The book will sell for \$4 or \$5 according to the binding. The popularity of this work has inspired other publishers with similar ideas, all of which has been very gratifying to the publishers of the *Review* for it has shown that the original idea was sound and it has tended to inspire among foreigners, and the Chinese as well, a desire for greater knowledge regarding the men who are making the history of modern China. Since the original publication of *Who's Who in China*, other publications have appeared containing biographies of prominent Chinese. The returned students from America have issued a book and the Japanese have issued a book of the kind in the Chinese language. Then there is another book dealing with the biographies of foreigners in China which has a title that amounts to an imitation of our book which has caused considerable confusion owing to the fact that purchasers of the book dealing with biographies of foreigners thought they were getting the book published by the *Review* which deals with Chinese exclusively. The latest enterprise of the kind to enter the field is that of the Biographical Publishing Company, which is engaged in the publication of a pretentious volume entitled, "Biographies of Prominent Chinese." This book, according to the announcement of its backers, is to be limited as to the number of biographies which it will contain, but is to be quite elaborate in its typographical excellence, the chief purpose being to supply a volume for select circulation. As stated above, the publishers of the *Review* feel flattered at the number of persons and interests which are trying to make the leaders of China better known to the outside world through the publication of books dealing with biographies, but we desire to repeat the statement that there is only one real and genuine, *Who's Who in China* and that is the one published by the Millard Publishing Company of Shanghai, and the only one with which the *Review* has any connection

Denby Favors More Patrol Boats on Yangtze

BY FRANK H. HEDGES

STRENGTHENING of the Yangtze Patrol of the American Navy by gunboats adequate for their task is the plan of the Department of the Navy, said Secretary Edwin Denby in a special interview for the *Review*. Mr. Denby is fully aware of the pitiful state of the six little gunboats on the river and of the need for an efficient patrol. The possibility that Congress will refuse to authorize expenditures for this purpose is the single difficulty looming ahead.

"The Navy Department will," said Mr. Denby, "at the next session of Congress, earnestly ask for an appropriation for the building of gunboats for particular use on the Yangtze River. We are trying now to reinforce the Yangtze Patrol but have no vessels other than those now in use that can go above Hankow. We shall ask Congress for six new gunboats designed expressly to be able to go up the rapids, and of speeds sufficient adequately to do their work, and draft light enough to go into the lakes when they may be needed.

"When we have these ships, if we are successful in getting them, we shall increase the Patrol, probably by the use of the entire number, or, in any event, by a number regarded as sufficient to give protection to our citizens and commerce.

"You may say for me that the Navy is keenly alive to the situation in China and is very anxious to render all protection wherever possible. Whether we shall in the immediate future strengthen the Asiatic Fleet I can not at this time say, but we shall certainly endeavor to strengthen our forces in the river at least so that our own people and their interests may be protected under our own flag."

Washington, D. C., August 1, 1923.

American Lives and Interests Shall Be Protected—Admiral Phelps.

(The following interview with the Commander of the U. S. Yangtze Patrol appeared in the North China Daily News for August 27).

A new and vigorous American naval policy on the Upper Yangtze, calculated fully to protect American lives and property is announced here by Rear Admiral W. W. Phelps, Commander of the Yangtze Patrol Force. Marine guards will be placed on American steamers when required, steamer captains will be permitted to reply when fired upon and American gunboat commanders will be free, to act as they "deem necessary" in safeguarding American interests. Telegrams have been sent through Wu Pei-fu to all prominent Chinese military and civil authorities on the Upper River completely and forcefully outlining the new programme.

"Although it is not our policy to interfere in any manner with the political or military affairs of the Chinese people, it is the function of the Yangtze Patrol fully to protect American interests along the River and we intend to fulfil that function at all hazard," said Admiral Phelps in a special interview here.

"The policy is merely the logical carrying out of the well-known general attitude of the American nation towards China," said the Admiral. "We derive every course of action from the traditional programme of America here to protect American rights and at the same time to help the Chinese toward self-government. We are jealous of the integrity of China and will attempt under all circumstance strictly to maintain it.

"Repeated protests to Peking and local officials against the Yangtze indignities have apparently been fruitless. Up in Szechuan we find that the Chinese military commanders have but a scant idea of the solemn obligations which international law and treaties impose. It has been and is now our aim to impress upon them our attitude of conciliation and good will but also to educate them in so far as we possibly can in what we are entitled to under treaties and the laws of nations."

Remarking upon recent attacks upon the steamer *Alice Dollar* and other vessels, the Admiral said that he was ready to provide guards for these ships when required and that he saw no reason why the captains should not carry arms for self-protection. American gunboat commanders, he said, were to be given the fullest possible latitude in the protection of the steamers, including permission at all times to reply to fire from brigand or military forces with the design of silencing such fire.

"We shall not 'retaliate' nor pursue a punitive policy," said the Admiral. "The word retaliate is often carelessly employed and it conveys an entire misconception of our motives in this situation. We intend to ward off and to prevent injury to American lives and property—nothing more.

"Instructions to my commanders here now authorize them where native brigand bands or military units directly jeopardize American personal or commercial rights, to beat down such attacks at all hazards. Realizing that decisions must be made speedily in handling such situations, I am giving the commanders the greatest possible latitude in action. I have complete confidence in their sympathy with and understanding of the peculiar conditions obtaining here and am satisfied to rely upon their discretion in enforcing our policies.

"American naval forces are extremely careful not to fire upon native villages, even when attacked. This practice naturally calls for great forbearance, it has done so several times during the present summer, but we will not inflict suffering upon the innocent in China for the acts of the irresponsible few.

"It is our wish to make every American feel perfectly safe in coming into the Yangtze valley to live or to transact business, until such time as the Chinese themselves are able to afford these guarantees which every Chinese citizen freely enjoys in America.

"Business has had to suffer heavy losses along the Yangtze during the last few years due to the disordered conditions. For the present we shall do all in our power to keep this avenue of trade open in the hope that they will recover their position and extend American interests into the vast untouched territory to the west of Chungking."

Asked whether there were sufficient American gunboats now on the river to enforce the new policy, Admiral Phelps admitted that more ships were required. "For a year" he said, "I have been advocating a stronger naval force for the Yangtze—a force sufficiently large and well equipped effectively to patrol the river from Shanghai to Suifu. I am hopeful that the next Congress will make an appropriation

for four new river gunboats. Their cost would be but a trifling percentage of the income taxes paid by American business and citizens in China. But even this number of vessels is insufficient to provide for a thorough-going patrol of 1,500 miles of river or to enable us to safeguard all the interests of our nationals along the Yangtze."

Concerning the proposal of a temporary international patrol, all the gunboats on the Upper River being permitted to co-operate fully in providing a watch upon or a convoy for foreign shipping, the Admiral declared that the programme had his hearty approval, providing the several naval forces were at the same time permitted individual freedom of action. Up to the present, he said, the treaty Powers have made no attempt to show a "moral front" along the river and advantage is constantly being taken of the apparent division. In February, he said, he had organized a meeting in Shanghai of the British, Japanese, French and American Admirals, held under the Presidency of the Japanese Rear-Admiral Kobiyashi. The meeting was highly successful and gave promise of further and continuing co-operation.

The Admiral expressed a decided opposition to foreign intervention in China. "I am opposed to intervention," he said, "not only because it violates the letter and spirit of the Washington Pacific Agreement and the letter and spirit of American treaties and declared policies toward China, but because it is, of itself, an unsound doctrine." He added however, that he felt the very altruism of America's policies here, involving an insistence upon the Open Door, leniency in the Boxer and similar episodes, non-aggrandizement and refusal to take concessions, was now being taken advantage of.

In order that no doubt may be left in the mind of any local military or civil officer concerning the intention of the American naval forces on the River now to insist upon protection for American rights, the Admiral said that he had communicated a complete outline of the policy to them through General Wu Pei-fu. American commanders on the River are also instructed to inform and remind the authorities at every opportunity of the policy and the principles underlying it.

Ultimately, the Admiral hopes, the Yangtze Patrol Force will be relieved of enforcing American rights, by the Chinese themselves. "I believe that the Chinese should be encouraged and in every way possible assisted in taking over the policing of the River themselves," he said. "The Maritime Customs, should, in my opinion, be given the opportunity either under its River Inspectorate or by means of a new department, to protect foreign shipping here. I am confident that the work would be well administered and by this step I am sure that the Chinese themselves would make a material advance toward the setting of their house in order."

During the present summer the American gunboats have had a lively time attempting to secure American interests on the Upper River. Not only in the two recent attacks upon the *Alice Dollar* have they been called upon to interfere, but they have had to employ force in several other instances.

At Yangtchi, early in the summer, the seizure of four loaded Standard Oil junks necessitated the intervention of the *Monocacy*. The military officers at Fengtu refusing to co-operate in obtaining the release of the oil, the gunboat commander himself delivered the demand and when the brigands failed to comply, fired the four explosive shells into their camp, killing four of them outright and wounding others. All of the cargo was finally recovered.

Bandits at Brass Gong Gorge near Tangchito recently fired upon the *Palos* which at once replied with machine guns scattering the band. A number of bandits were reported killed and wounded.

Yang Sen's forces at Wanhien fired upon the *Palos* striking the ship a number of times. Inasmuch as the commander was loath to risk firing upon the city and wounding civilians, he did not reply, although an apology was exacted from the military commander.

At Chenchingai, 12 miles below Hokang above Chungking, 600 brigands seized 26 Standard Oil junks and demanded \$3,000 ransom. Failing to negotiate the release of the oil, the *Palos* commander informed the Chinese military commander nearby of his intention and opened fire with machine-guns and a six pounder on the bandit camp. Fifteen bandits are known to have been killed and 50 wounded.

Conflicting reports concerning the number of Chinese soldiers killed by the return fire of the *Monocacy* during the recent attack here upon the *Alice Dollar* are still being received. Some of the estimates place the number as high as 350. Inasmuch as the local Chinese officials are silent, it is still impossible to obtain official information on the point.

Rear Admiral W. W. Phelps, author of the new American policy, has been for one year Commander of the Yangtze Patrol Force. He came to China immediately from two years service as Chief of Staff of the Naval War College at Newport, and has a long record of similarly important posts.

Chungking, Szechuan Province, Aug. 5, 1923.

Bulls, Bull and John Bull

BY CHARLES DAILEY

TAKE this Lincheng business, for example. Here are the members of the Diplomatic Corps, already realizing the bulls they have committed in the note to the Chinese government, meeting for the drafting of a new note—locking the stable door after the horse has gone. Then there is Wellington Koo, induced to take hold of the Foreign Office in the emergency because he is the best bull-thrower China has and was counted upon to twist the Diplomatic Corps around his fingers with the same agility that a California land salesman will sell you a lemon ranch for a dollar down and a dollar a week for life. But back in the offing is John Bull. There's just one thing about John. He is a good sport. He can take a jolly good licking and come right up smiling and in the end get just what he wants. It may not be what he originally asked, but he will bring home the bacon, and usually puts it over on the other fellows, including his confreres in the diplomatic game of putting it over on China. Just keep your eye on John Bull when the Lincheng note goes bluey and Wellington Koo has hypnotized the foreign envoys.

That Lincheng communication was not a note—it was a hash. It was inspired by the British, but softened, modulated, sterilized, dulled to the point of vagueness and left at the Foreign Office a mere mass of words with hardly a bit of punch in it. There were intimations in plenty; there were only two essential demands. Both these essential demands are to be combatted by that clever hypnotist that China has called in as a pinch hitter. Already it is predicted that if the note is not actually withdrawn it will be forgotten. There will be some new representations, also there will be some voluntary offerings on the part of the Chinese themselves. But leave it to John Bull, he is likely to get in the end just what he set out to get.

When the note was in the making the British propagandist agency got busy and kept the limelight directed away from the British. The ever-ready "diplomatic correspondent of the *London Daily Telegraph*" did his little task and the ever-subservient *Reuters* news agency saw that his effusions obtained full circulation in China. The intimation was put out that Great Britain favored reasonable treatment of China and had won the rest of the European powers over to this view, but that the United States was holding out for harsher methods. A few of us, knowing the absolutely amateurish diplomacy of the United States, which is so shirt-sleeved that there never could be an ace hidden, knew also that the policy of the United States with reference to China, with which policy many Americans in China wholly disagree, had not changed and that the coddling of China had not been discontinued, simply because there is no general interest in China upon the part of the Americans except that created by the missionaries, whose view is a benevolent but hardly practical one.

So also these Americans in China knew that behind the British propaganda there was a brew in the pot that presently would be brought into the public dining-room. John Bull probably will succeed; he deserves to succeed. He is so intensely practical that he generally gets what he goes after. All we have to do is to wait for a few weeks or a few months and see. A few barked shins are as nothing to the Britisher; he wears "shorts" just to show his scars, but away back in the depths of his mind he is thinking of how he can get what he wants. He usually does in the long run. That is how the British Empire was built; that is how it is held together, and added to, as it was in the still-unfinished war in Europe.

This much by way of prophecy. Now for the Chinese side. The Lincheng note was a surprise to the Chinese because of its extreme leniency. This was construed as weakness on the part of the foreign powers; it probably is weakness, for if the Powers had demanded more and China had refused the foreigners would have had to back water. If the diplomats entertained any doubts on that score they need only to have consulted their military attaches. But the Chinese, on observing the weakness of the note, prepared to combat it vigorously. They will not do it by one reply to the Diplomatic Body, but by a series of conversations taking up the individual points over a period of many weeks. Already a vigorous propaganda has been instituted by the Chinese to prepare Dr. Koo for his fight, and he is amassing protests and statements not only from all parts of China but from the Chinese ministers in foreign countries. The matter of indemnities will cause no fight at all, they are so slight. China would have paid even more, especially as she merely expects to sign a blank check for it, issue a loan based on the expected increased customs revenue and let the foreigners pay their own indemnity through the medium of their commerce.

Four ministries will have to make reports before Dr. Koo can take up the essential features of the Lincheng note.

Not one of these is ready at this writing. Then these reports will have to be combined, reconciled and subjected to the hypnotic polish which Dr. Koo is expected to be able to apply, after which he will approach the Diplomatic Body and make a strong fight against the simplest of the demands—that of indemnity—and thus pave the way for his chief efforts.

Space does not permit going into every argument the Chinese are preparing to use, but reference can be made to only a few of them and then briefly. China will refuse the demand for a foreign-officered police force on the railways, chiefly on the ground that it is a violation of the sovereignty of the nation. Unless the foreign powers waive the point, she will present strong arguments against this unnecessary imposition. As a matter of fact, most of the Powers realize that they have blundered in this. They have sought to add a fixed charge to the railways, thus impairing the foreign own bonds, while also not striking at the real root of the evil, the protection from bandits, a duty not of the police but of the military authorities. China will gladly reorganize her railway police and probably will intrust to General Munthe its training, but wants no General Bruce and a lot of British, Japanese and American officers riding about on her trains and attempting to direct the police. I am not in the confidence of the Foreign Office any more than I am in possession of the star chamber proceedings of the Diplomatic Corps but here are some of the main points the Chinese government will make in reference to the creation of a foreign officered police force, wholly aside from the question of the violation of China's sovereignty:

1. The duty of the railway police is not for the protection of the train from attacks by bandits. An error of judgment was made by the Ministry of Communications in placing heavier police guards on the trains immediately after the Lincheng outrage. This was done hastily and only for the purpose of reassuring the foreigners.

2. The duty of protecting the railway and all other communications in China rests with the military. It is no function whatever of the police. The military commanders of the foreign troops in China and the military attaches of the Legations support this view.

3. The railway police are required to preserve order on the train, to see that heavy baggage is not carried into the carriages but placed in the luggage van; to arrest those attempting to evade the payment of proper fare; to control the orderly embarkation and disembarkation of the passengers, to preserve order in the line at the ticket booth and at the entrance gate; to guard against the pilfering of the effects of passengers or of goods in transit or on platforms.

4. No material increase in the railway police force is needed for this purpose, although if revenues permitted the numbers might be enlarged to enable the detachment of some of the men for training under a competent supervising drill-master, such as General Munthe.

5. There is no necessity for foreign officers of the railway battalions. China has capable drill sergeants available for this purpose.

So much for the railway police. Now as to the removal of Tien Chung-Yu, Tuchun of Shantung, as the man responsible for the Lincheng disaster. If he is responsible, why is not Tsao Kun, the Inspector-General of Chihli and Shantung, even more responsible, for it was he who appointed General Tien and has kept him in office in spite of repeated protests of the people of Shantung in the last four years or more? If General Tien wishes to assume responsibility and voluntarily to retire, his resignation will be accepted.

But will the Tuchun retire? It is a fat office, yielding great riches. Tsao Kun hardly would dare to order his retirement because Tien has a large army, which has been increased even since the Lincheng holdup. Besides, he is of immeasurable value to the Chihli party at this juncture, when it is liable to a combined attack by all the enemies of that party. His services in the Chihli-Fengtien war enabled Chihli, Honan and Shensi troops to concentrate entirely on the protection of Peking, General Tien looking after all that territory along the Tientsin-Pukow railway south of Tchow and thus guarding against a flank attack.

Also, Tsao Kun cannot dismiss Tuchun Tien because he has a large and fairly effective army and could not be removed by force. He is a far greater power than is generally realized. He is able to make Shantung an autonomous province.

There are many other arguments in the Chinese mind, some of which have found their way into the public prints. These have developed through the action of the Diplomatic Corps committee in getting together on their idea of a plan for the reorganization of the railway police, which is to include foreign accounting and other features which will be opposed as a violation of China's sovereignty, even though these fifteen or twenty foreigners are to be introduced nominally as of a supervisory nature. There is always the danger—and this is what China will combat most

strongly—that these officers will attempt to exert other authority. For that reason it is unlikely that there will be a single American suggested.

As far as tentative arrangements have been made by the foreigners, the chief officers will be British, with some Japanese on the Shantung railway and some French on the Peking-Hankow line. A real test will come when an attempt is made to put foreign officers on the Peking-Suiyuan line, for instance. Already the vernacular press, particularly that section of a semi-official nature, has seen in the financial-supervision feature what it terms a British intrigue to obtain financial control of certain railways, of which more later on. The attempt to drag the Diplomatic Corps body and breeches into this plan has thus far met with failure, the United States for one holding out against it and thus giving the Chinese further ground for its strong stand. Much ado has been made of this by the Chinese press, but the British press and agencies in North China, while entering a weak denial make no secret of the desire for foreign control of other Chinese railways similar to that exercised on the Shanghai-Nanking line.

Here is the summary of the views of the Chinese ministers in foreign countries which has been published with the view of strengthening the hand of Dr. Koo when he goes to bat with the Diplomatic Corps:

"Indeed, the Chinese government cannot shift the responsibility for the outrages committed by the Lincheng bandits; but with regard to the claims for indemnity the Chinese government can only make good the direct losses of the captives. The amount demanded by the Diplomatic Corps is a surprise to us and we think one-half of it is quite sufficient. In order to avoid foreign interference in our administrative affairs the punishment of officials concerned must be decided by the Chinese government. The control of the railway police must be refused, as we have already engaged General Munthe to take charge of their discipline and training.

Nearly all the important political leaders have expressed themselves in order to give the Foreign Minister backing in the stand he will take. Tsao Kun, the power behind the government, has styled the movement for foreign control of the railways on the pretext of negligence on one line where the captives were taken as a "grave injustice." He feels that if foreign control is foisted on the railways determined opposition must arise. Wu Pei-Fu, who steadily refuses to be drawn into the political maelstrom that is slowly but surely wrecking the Chihli party, regards the so-called British proposal as unwarranted interference with China's domestic affairs. He is thus quoted: "The improvement of the railway guards must be left with the Chinese government, because foreign control would by no means improve the situation, not to mention the violation of China's sovereign rights. Punishment of local officials must be left with the Chinese government, as it is part of the internal administration. In the case of the Boxer uprising the officials were punished on account of their anti-foreign feelings, but in the Lincheng case the officials failed to give efficient protection. There is therefore a great difference."

The Chinese government is also collecting a strong lot of expressions from within Shantung province. The Shantung Provincial Assembly telegraphed in substance: "The holding up of trains by robbers and bandits has occurred frequently in foreign countries. *** However, the Chinese government spared no effort in effecting the release of the prisoners, all of whom have been delivered from the hands of the bandits. The claims for indemnity are more than sufficient to cover the losses, but the foreign powers have gone too far when they aim at interference with the internal administration of the country. *** The government has already begun to improve the railway guards and the Tuchun of Shantung has already tendered his resignation. It is unnecessary for the Diplomatic Corps to make such demands, which are an insult to China's sovereignty. Should the government allow such a dangerous precedent to be established it will be impossible to run the administration in the future. It is requested that the government and the two Inspectors-General (Tsao Kun and Wu Pei-Fu) will adopt a firm attitude."

The representatives of the public bodies in Shantung protest that "the very fact that foreigners were captured by bandits last May was evidence of the stern measures the Chinese militarists were taking against them" and they solemnly conclude, after a protest against the surrender of China's "precious sovereignty" that: "If Tuchun Tien is ousted it will be a grave injustice and a menace to the peace of the province. Therefore the Central Government is advised to reject the demands." Lastly there is a threat of a revolt by the military if Tien is punished, for the Peking govern-

ment received a telegram jointly written by all the divisional and brigade commanders of Shantung, who announce their intention, if the Tuchun is removed, to resign their commissions and remain under his command. This is a veiled challenge to Tsao Kun to "come and suppress us if you can."

Altogether the Foreign Minister is collecting some rather formidable documents with which to confront the Diplomatic Body. And as time goes on and more of the diplomats observe the blunders they made in not asking for something they were in a position to enforce in the event of refusal, just that much more chance there is that the original Lincheng note may fall into the limbo of forgotten things and a new tack attempted. Here is where John Bull comes in, for he smiles as he rubs his bruised shins. He has an idea in the back of his head. The Chinese suspect a movement for the control of the railways, but have not yet heard of the method.

Now just by way of premise let it be said that there are two very powerful British institutions. The Federation of British Industries, when it received protests from trade bodies in China, gets on the job in a minute and is strong enough to be heard. Right straight to Downing street it will go, no matter how busy everybody may be with the Ruhr or other questions and will get a hearing. Out here, in China is a rather modest and conservative institution known as the Hongkong and Shanghai Banking Corporation. In Peking it is said that the secretaries and other officials of the Legations arise and remove their hats if even a messenger from the bank comes in. It may be all Peking-Club talk, but as a go-getter the Hongkong bank will take some beating. If the Americans had an F. B. I. in Washington or some institution of business men in China that had any pull at all at the Legation it might be easier sailing for them in China and they would not see what little money there is floating around always falling into the British hands. You must hand it to the British for being Johnny-on-the-Spot. They must have a lot of Scotch in them, for they can hear a silver dollar fall way outside Chienmen and can get to it before any other foreigner even can think of a method of action.

Now to go back a bit and to show how John Bull hopes to get his even if the other foreigners do not, let it be said quite softly so as not to offend the British Legation or to crab the game by letting Wellington Koo hear of it that the British, who are responsible for the foreign-officered guard demand, realize the error that has been made in thus seeking to saddle the already burdened railways with additional fixed charges, thus further imperilling the foreign investments, some of which are certain to be defaulted in October and others a little later unless preventive measures are taken. The imperilled investments are largely British. So Britain is now seeking a way out and at the same time to increase her hold on the railways.

It is well to recall the Lo Wen-Kan case in this connection. Here is a perfectly honest Chinese persecuted even after his vindication, pursued by the same group of corrupt Chinese politicians who had their eyes on some loose money that came into the Ministry of Finance one day last year when no foreigner was looking—that is nobody but the Hongkong and Shanghai bank. The sum of \$660,000 fell into the treasury. Kao En-Hung was Minister of Communications at the time of the Austrian ship-deal windfall. Now Kao is the Live-Wire Luiz of China. He can smell a dollar almost as far away as the boss sniffer of the Hongkong bank can—almost. Wu Pei-Fu and Tsao Kun were each pressing him for money for the upkeep of their troops and other necessities of an Inspector-General in China. He had a few hundred thousand dollars in the treasury of the Peking-Hankow railway, the receipts of which he had been conserving for the military needs of the two Chihli militarists.

Just before the first of October the official snooper of the Hongkong bank came snooping around, knowing that the \$500,000 bonded interest on the Canton-Kowloon railway was not to be had out of the earnings of that war-stricken road and demanded it of Kao En-Hung from the money he had been conserving out of the receipts of the Peking-Hankow line.

"Haven't got a cent that isn't earmarked for Tsao Kun or Wu Pei-Fu," said Live-Wire Luiz to the Official Snooper.

"But we've got to have our money," insisted the Snooper. "Perhaps the Chinese can live on rice but it requires meat to satisfy the British lion."

Live-Wire Luiz sparred for time, then confessed himself up a stump.

"Whisper," said the Official Snooper. "The Ministry of Finance has just received \$660,000. I'll wait until you get back with the half million that will hold me until the next instalment of the Hook-worm loan is due."

Off went Kao En-Hung like a shot. He came back with the money. The Hongkong bank satisfied the Canton-Kowloon bondholders and Kao En-Hung satisfied Tsao Kun and Wu Pei-Fu. Poor old Lo Wen-Kan joined the In-Bad Club without application. His political enemies hopped down upon him and charged him with receiving a \$660,000 bribe. He went to jail, and ever since he either has been in jail, under trial or facing a new trial after vindication. He cannot be convicted because he is guilty of no crime. The money was honestly deposited in his custody. It was paid over for an honest debt.

Now the Official Snooper of the Hongkong bank has a new idea in the back of his bonnet. Since the original Lincheng note seems about to go into the discard the British will endeavor to obtain in return for the withdrawal of that part of it relating to the foreign-officered railway police, the deposit in the Hongkong Shanghai bank of the daily revenues of the Tientsin-Pukow railway. This not only will insure the interest and amortization of the bonds on that line, but also will enable the bank to utilize the surplus for the defaulted interest on the Peking-Hankow and other railways. It may be the thin edge of the wedge of foreign control of China's railways, but it is not so crude as the plan being considered under the method being devised through the Lincheng note. Wellington Koo may succeed in putting it over on the other powers, but it is difficult to bull John Bull.

Now let the diplomats pass on to the essential section of the Lincheng note—that part of it which reads: "If the government of China * * * do not set themselves resolutely to repress the brigandage which threatened the rights and interests of foreigners the Diplomatic Body will be obliged to consider what further steps," etc. There is plenty of opportunity for a real Lincheng note, while the *Alice Dollar* case, the Melotto and Weathersbe captures and the recent sacking of the missions at Tsaosih afford openings for something in language that China can understand. Withholding of further benefits promised by the Washington Conference is one of them.

Peking, August 25.

Thirty Year Review of the General Electric Company 1892-1922

In the past thirty years of the General Electric Company, Schenectady, New York, much has been accomplished in the development of the uses of electricity. A booklet has just been published by them outlining this development within this period, during which time the organization was under the able leadership of Mr. Charles A. Coffin, whose retirement brought considerable mention of the accomplishments during his term of remarkable service.

Illustrations show the wonderful achievements of the General Electric Company, achievements that have been brought to the attention of the people at large, such as the *U. S. S. Maryland*, latest battleship equipped with complete electrical drive, the electrification of the Grand Central Terminal Area, New York City, the Direct Current Locomotives of the Chicago, Milwaukee & St. Paul Railway, the Trackless Trolley Buses at Staten Island, New York, and the electrical apparatus used on the Panama Canal.

The Review points to the development of Radio which has brought the name of General Electric Company to the minds of many, who a few years ago were less interested in the progress of electricity, and now look forward to further discoveries in the efforts of broadcasting and receiving.

"Wonders will never cease." This can be applied to the research work of the General Electric Company whose laboratories have brought forth marvelous appliances for manufacturing and domestic purposes, and in reviewing results of such labors in a book of this kind, brings to us the realization of the great field for the future development of electrical inventions.

In conclusion mention is made of the "Electrical Wizard," Dr. Charles P. Steinmetz, consulting-engineer of the company who has devoted his entire knowledge of electricity to the company, who in turn have given his benefits to the public in many ways.

Agricultural Unrest May Lead to Bolshevism in China

BY CHANG CHI-WEN

CHINA is the equal of any country on earth in her richness of natural resources, abundance of man power, and the extent of arable land, to which is coupled a favorable climate for a wide range of plant growth and crop-production and a wealth of rivers and streams for irrigation. Therefore, to China, agriculture is life and because of her agriculture China has always been noted in the history of the world. But as civilization has advanced and science has found employment, other countries have availed themselves of every opportunity offered by science and have made rapid progress, while China has stood still or practically so in her acceptance of the teachings of modern civilization. Her agriculture today is just what it was centuries ago. There is no evidence of any improvement whatever.

We can see the sorry picture of our pathetic rural conditions by going out into the country near any town or city and doing a little investigating. Farmers are living under adverse and miserable conditions which the educated shun and which long since should have been improved. The amount of agricultural land belonging to each family in China is generally less than twenty mow or three English acres and, notwithstanding the intensive cultivation of every inch of soil, the earnings are barely enough to support a family. Frankly our farmers are living on the verge of starvation. On this account there is in most parts of the country a more or less serious agricultural unrest. This is realized everywhere and constitutes the real basis of the bandit problem. This is the reason why many people fear that Bolshevism may still find its way into China.

Can we afford to let conditions continue as they have in the past? No, because from eighty to eighty-five percent of our total population are farmers who are illiterate and know nothing but agriculture. They must continue as farmers since the factory is still in its infant stage and as yet provides little employment for workmen. China must be developed through agriculture, as this is the surest and easiest way to modern national development. We must set ourselves to work out some means whereby our rural conditions can be improved so that our entire population may quicken its step and keep pace with the rest of the world.

In the last few years there have come into existence several agricultural schools and hundreds of students have been encouraged to take up agriculture as a life work. But these students are facing great difficulties in securing work in their chosen field and it is not uncommon to find many of them engaged in work other than agriculture. The reasons for this are:

1. Practically all governmental agricultural experiment stations are in the hands of corrupt officials who know nothing about agriculture but who simply occupy the position for the purpose of squandering the appropriation.

2. The students of agriculture themselves are not well trained for their task. While in school they emphasize too much on literary study and undervalue practical work. After graduation they hesitate to go to work because of lack of experience, the fear to run risks or because they are disinclined to manual labor.

Consequently the majority of agricultural graduates become teachers; some in agricultural schools and others in secondary schools. They are not in any sense in touch with the farmers and many of them forget all about agriculture. Such students even though they numbered to the tens of thousands, will amount to nothing in the improvement of China's agriculture.

To remedy this condition the following suggestions are made:

1. *Rural Sociology Course of Study.*—This is so new a study that only a few of the foremost colleges have included it in their curricula. It teaches students how to ascertain actual rural conditions and needs, suggests ways of reformation, and educates them to appreciate better their agricultural studies and to sympathize with the people who work on farms.

2. *Rural Surveys.*—Actual rural conditions must be first found out before any comprehensive work can be undertaken. As rural conditions vary in different parts of the country, a set of questions or a kind of survey blank should be sent out to gather information to be carefully studied, analyzed, and generalized into truths and definite conclusions.

3. *Rural Schools.*—Rural education is a key to the work of rural improvement. Without it no permanent and extensive improvement can be obtained. Unfortunately this factor is overlooked, as the following statement indicates. "The

average farmer and rural teacher think of the rural school as a little house, on a little ground, with a little equipment, where a little teacher at a little salary for a little while teaches little children little things." We must give to every locality proper schools, for adults as well as for the youth. It is only through education that they can be expected to change their mode of thinking.

4. *Publicity and Propaganda.*—Through publicity and propaganda the gospel of the new agriculture can be preached to the people generally. Demonstrations of improved crops, farm implements and theatrical plays are good means of propaganda. Farmers do not understand abstract discussion but they are interested in concrete illustrations. A play which reveals the importance and methods of crop improvement offers an excellent way to get hold of the farmers and teach them something worth while.

5. *Community Pure Seed Distribution Centers under the Control of Agricultural Schools.*—Agricultural schools should not limit their functions to teaching only. They should conduct experiments in crop improvement and take the results of their successful experiments to the farmers directly. They can make experiments better than any experiment stations because their faculties are composed of men of good training and intellect. As a matter of fact, most of our agricultural schools have experimented for years, but beyond this they undertake nothing. Perhaps they have not succeeded in their experiments or they do not know how to share their results with the farmers. The following is a plan which has been in the writer's mind for a long time and which he thinks, if applied, will solve the problem of agricultural extension work.

In every hsien there is a large amount of public land in the hands of the financial committee of the hsien. The income from it is used for certain local undertakings, such as educational and philanthropic enterprises. In general much of the income is spent for things with which the townsmen are largely directly concerned while the rural people are often left out of consideration. If every hsien could set aside a piece of cultivated land, say twenty mow, in a suitable locality and let an agricultural school near-by run it as a pure seed distribution center for the whole hsien, the farmers would be inexpensively helped. The hsien would furnish land, house and labor, while the agricultural school would provide a trained student or teacher to direct and manage it. On this land, seeds that are tested and improved by the agricultural schools could be grown. The resulting yield could then be distributed to the farmers free or sold to them at a low price. Improved farm implements and new methods of culture would be employed, so that the farmers might learn for their own use. If the experimental land could be farmed successfully, it would be made self supporting, as the income from the sale of products would cover running expenses. All agricultural schools would be willing to render this kind of service, as several of them have already added the department of agricultural extension with a teacher in charge. The teacher or student would not have to stay all the year around at the pure seed distribution centers but only make frequent visits and give instructions. The school would have to send a well-trained workman there to act as foreman of the center and to be paid, of course, by the hsien.

The writer hopes that this plan can be put into practice. By it, the crop production of the whole hsien can be improved in a quick and cheap way. Through it, the agricultural schools can fulfil their functions. As to the carrying out of extension work, the cotton department of the University of Nanking may be cited as an illustration. This department has undertaken a piece of work of tremendous importance in the development of the cotton industry in China, under the direction of professor J. B. Griffing and through the effort of his energetic assistants. An account of this work will show that other agricultural schools may follow this example profitably.

In Lai'an Hsien, Chuchou, Tangtsuen, Wu-kiang, and Hochou (all these places are on the north side of the Yangtze River and close to the University) this department has made careful surveys and tests in growing cotton on several farms for a number of years, showing that these places are best adapted to the growing of Acala—a variety of American Upland Cotton—which is most promising and commands the highest piece of all varieties of foreign cotton that have been so far introduced into China. To these places the University has gone this spring with an enormous amount of Acala seed for free distribution, donating a supply of five catties of seed to every farm family—an amount amply sufficient to plant one mow. The farmers will profit tremendously by this year's experience in growing an improved strain of cotton with the new methods of culture and can see for themselves the advisability of extensive growing the following year. The University will frequently send out well-trained assistants to these places to aid the farmers in applying the new methods of culture to the best advantage.

In the fall the University will establish in these places buying and ginning stations. This will help the farmers to get better prices when they grow better crops. The University

is able to pay higher prices than any local wholesalers because it buys nothing but cotton of good quality and can do away with many go-betweens, and consequently many commission fees, which bring down the prices on the local market. To control the cotton gin is to control the purity of seed. The seed ginned from farmer's cotton is likely to be inferior and can be discarded at the ginning center and a supply of good seed can at the same time be furnished. By so doing it will be possible for the whole community to grow only one variety of cotton which is uniform and excellent in quality. This will avoid the danger of mixture and deterioration of the improved variety and ultimately bring benefit to the whole community.

In August this year the Second National Agricultural Conference was held at Peking. There the leading figures of the country assembled and devised a program for the promotion and development of agriculture. It is hoped that the suggestions expounded above received their hearty discussion and adoption. In a large country like China, a united action should be secured for efficiently carrying out the nation-wide program.

Searching the World for Manufacturing Material

The growing demand of the manufacturers of the United States for material purchased in other parts of the world is illustrated by the latest import figures which indicate that the value of manufacturing material imported in the fiscal year which ended in June 1923, aggregated nearly 2½ billion gold dollars, as against an annual average of less than a billion dollars in the years immediately preceding the war. While higher prices are in part responsible for this increase, it is quite apparent that the quantity of manufacturing material coming from abroad constantly increases.

Compilations made by the *Trade Record of The National City Bank of New York* show that the total value of imports of raw material for use in manufacturing totaled about \$1,500,000,000 in the fiscal year which ended with June 30, while manufactures for further use in manufacturing aggregated, about \$750,000,000. The very highest record made in the pre-war period was \$635,000,000 of raw material imported and \$350,000,000 of manufactures for further use in manufacturing, so that the record of the fiscal year 1923 is about 2½ times as great in stated value as in the highest pre-war year.

Even this high record of nearly 2½ billion dollars of imports in the fiscal year 1923 does not fully measure the sums paid by the manufacturers for foreign material, for the figures which measure our imports represent the cost in the foreign countries from which they are sent to the United States, and when we add the freight across the ocean, the duties paid on entering the country, the profits of the importers and the freights from the port of entry to the door of the factory, it is quite apparent that the manufacturers of the country have paid in the fiscal year just ended considerably more than \$3,000,000,000 for the manufacturing material brought from other parts of the world. The total cost to the manufacturers of the manufacturing material imported in the past decade is approximately \$20,000,000,000.

The material which we draw from other parts of the world is chiefly the product of climatic and labor conditions different from our own. The importations for factory use include rubber, a distinctly tropical product; jute, manila and sisal, also tropical; raw silk, chiefly from China and Japan with large supplies of cheap labor; cotton from Egypt; wool from Argentina and Australia; goatskins from India, China, Africa and the Latin American countries; coconut, oil and copra; gums from the tropical forests; tobacco, grown chiefly in the tropical and subtropical climates, and in addition to these products of the soil and tropical climates it so happens that the minerals and metals which we import are from mines within the tropical or sub-tropical belt.

Fortunately, adds the *Trade Record*, our manufacturers are able to pay "in kind" for this enormous quantity of manufacturing materials which they must have, for the very countries producing this character of material are not producers of manufactures.

Our ability, adds the *Trade Record*, to buy the world's raw material and send it back to the producers in manufactured form is due in no small degree to the willingness of capital to co-operate in the interchanges between the great climatic and industrial sections of the world. The census figures of the capital of the manufacturing industries of the country show an advance from \$533,000,000 in 1850 to \$44,579,000,000 in 1919. The stated capitalization of 1919 is 85 times as much as that of 1850, while the factory output of 1919 was 45 times as much as that of 1850.

The Deadlock in Szechwan

BY JOHN R. MUIR

IF any one in Shanghai is longing for the "last great battle" in Szechwan he will probably wait as long, and as longingly, as most of us did six and seven years ago as we read the telegrams from Europe. Since the coup of Chow Hsi Cheng at Chungking, which did Yang Seng no greater damage than the "appropriation" of about \$100,000.00 worth of cash from the Chungking Mint, we have "enjoyed" one of the usual periods of "peace negotiations" which so far have come to nothing.

Those who are familiar with Chinese "Military Politics" will understand the position of the "Neutral" who always exists, as we attempted to explain in a recent communication. The great Neutral now is the former Military Governor, Liu Hsiang, or Liu Fu Chen. As a matter of fact this man is only neutral because he is not actually fighting. His well-known attachment to Yang Seng leaves no doubt as to which side he would support if he dared. His particular henchman is a relative, Liu Tze Chien, or Liu Wen Hwei. It now becomes more apparent why the latter came up from Suifu during the days of the supremacy of Teng Hsi Hou, here, and why he, like the King of France, "went down again."

The programme was like this: If Yang Seng wins, Liu Hsiang must be ready here to assume office in Chengtu while Yang Seng returns to Chungking. In the meantime Liu Hsiang waits at his own home, near to Chengtu, and sends Liu Wen Hwei, to get into the mix-up here. The latter was in no case to fight, so all he did was to act as Generalissimo in charge of the city of Chengtu till it was determined whether Hsiung, or Yang, would win, Hsiung having won the plans of Liu Hsiang fall flat, and Liu Wen Hwei returns to Suifu. At that time there were many rumors that he was going to join Yang Seng, but he has remained "neutral."

Then Liu Hsiang, finding that there was nothing immediately to be gained at Chengtu, and refusing the overtures of Liu Yi Kiu and Hsiung Keh Wu, goes himself to Suifu. Behold now the stage set for "peace negotiations." Yang Seng, finding himself in a fix as a result of the defection of Chow Hsi Cheng, is quite ready to "talk"; and Hsiung Keh Wu, with his army depleted by continuous fighting that was very disastrous to him, is quite as willing to "talk."

So far it has ended in talk. As usual both sides have made impossible demands. Yang Seng demands the elimination of Hsiung Keh Wu, Liu Yi Kiu, and Tang Mou Hsin. That is equivalent to admitting the defeat of this side. Hsiung Keh Wu is little less reasonable, demanding the heads of Teng Hsi Hou, Cheng Kweh Tung, and Tien Tsung Yao. Neither side being willing to give way we have a deadlock.

That both sides are making desperate efforts to prepare for a huge struggle is quite evident. We take it for granted that Yang Seng is bringing up troops and ammunition from Chungking, and that Wu Pei Fu is sending all the help he can. They are even trying to prevent Hsiung Keh Wu from drawing any more funds from Shanghai. It is said that he has now drawn \$6,000,000.00 from his own personal account at Shanghai, all of which has been put into the struggle. With no hope that negotiations will be successful we seem to be drawing toward the "fight to the finish."

From this end we can clearly see what is going on. The great need here is for copper. It is said that they are now melting up the best of the smaller ten cash pieces, which were once made of good copper. Wherever there is any possibility of getting copper, even to asking foreign firms for what could not possibly be shipped past Chungking, the word has gone forth to try to get the material without which Hsiung Keh Wu must eventually lose.

Even as it is he is continuing to personally supervise the arsenal where he can produce 30 rifles, and about 60,000 rounds of ammunition per day. Needless to say, he is using every minute of the present lull in the storm to make as much as he can. But that is not all. Within the past month he has organized an entirely new army. What good they may be against the troops of Yang Seng remains to be seen. But the supply of coolies here is getting very scarce as so many have already enlisted, and others been commandeered.

Every man who has been an officer is being pressed into service. Recently the agent of the Singer Sewing Machine Company, who had renounced the army for a business life that has been very successful, was induced to resume office on the plea that he was wanted to "suppress the bandits." We notice that the position given him is very close to the scene of operations, and the "bandits" are probably the soldiers of Yang Seng!

This scene of operations is somewhere between here and Chungking. It may not be the Great East Road this time. Yang Seng tried that road four times. More than likely they will come pouring in to the east of the Big Road, but it is not likely that Lai Hsin Ilwei will be caught napping. There have been many changes in the staff officers. Gen. Chang Yao Kwang, who was a Brigadier is now a full General. The other changes are so many that we cannot consider them now in detail. Several new units have been formed and Hsiung Keh Wu has now the title of "Repeller of the Marauders" (討賊軍), instead of "Avenger against the North" (北伐軍).

In order to increase his revenue Hsiung Keh Wu has attempted to put out 200 cash pieces (brass). But the people of this city have always successfully opposed the use of such currency. It was also supposed that paper currency would again find its place in circulation. To-day we find that the 200 cash pieces will not be coined, and we presume that is the end of the talk of paper money as well.

Another attempt was made to increase the tax on tea tables in the tea shops. The former tax was 25 cash, which was to be raised to 50 cash. The shops closed up for several days as a measure of passive resistance, and we now learn that they have won. The pork tax has also been raised so pigs are not being slaughtered. The leniency shown by Hsiung Keh Wu in such matters shows that his former efforts to please the people are still part of his programme. The Chamber of Commerce has about completed the collection of \$100,000.00, which has taken about two months. They say they can do no more after this sum is complete, and it is not likely that they will be asked for more.

The rice harvest is coming on, and it looks as if soldiers will be tramping over the fields as soon as the water is out and before the farmers have time to gather it in. But Mars is a god not to be hindered in his ravages. Unless the "talk" of Liu Fu Chen is more potent than we have hope to see, the two sides will soon be at it again. All we can hope for is that it will be short whichever way it goes, and that our present "war" will soon cease.

Chengtu, Szechuen, August 6, 1923.

Harbin Chamber Wants Lobingier Reappointed

As an expression of appreciation of Judge C. S. Lobingier's recent beneficial court session in Harbin, the first ever held there by the U. S. Court, the Harbin American chamber of commerce passed a resolution on August 20, thanking the Judge and expressing the hope that "he may continue to serve for many years to come."

Revenue Collector Blair After Income Taxes from Americans in the Philippines

The following *International News Service* radio was carried in the *Manila Times* of August 14:

Washington, August 13.—The Internal Revenue bureau announced today that the government will use every possible effort to expedite the collection of income taxes from American citizens who are residing in the Philippine Islands. American citizens living in the islands are compelled to pay income taxes to revenue collectors in the United States in the district where they maintain legal residences, regardless of the source of their income.

Revenue Collector Blair declared today that revenue collectors are now going back over the records of preceding years to determine the tax liabilities of American citizens living and doing business in the islands who may have failed to make returns as required annually, by law, in the income district. Collector Blair declared that in the past five years tax collections from this source have been reported regularly, and the fact that the internal revenue business is now about up to date makes it possible for collectors to check over the records and find the delinquents residing outside of the United States.

Collector Blair said that Americans doing business in Manila or other cities are allowed by law to deduct from their gross income, the taxes paid independently to the Philippine government, but that American officials exercise no supervision over the collection of such revenue, nor does the American government participate in them. Collector Blair said he will depend upon the cooperation of American officials in the Philippines to round up any delinquents whose cases are called to the attention of the home office.

Advertising an Essential Factor in American Trade in China

BY, EMIL MAURICE SCHOLZ

President of the World Wide Advertising Corporation of New York City.

CHINA has advertised herself to the outside world for so many centuries in a manner often detrimental to the furtherance of trade relations with other nations that her very virtues have at times stood out against her. Whenever the average American writes about China or the trade possibilities of any Oriental nation it does not take him long to adopt the idea of a sort of a pity that the Chinese business man does not do things our way or accept our ideas in homeopathic doses instead of by progression. The average writer presupposes that all the Chinese people are lying awake nights to take advantage of the offers of foreign goods. That's one side of the story and the theoretical one. The other side of the story is what has actually been accomplished by real traders who have for years patiently developed American business in China to a point where advertising is now making sure and consolidating their gains through the effort of their many years work.

I will not deal with the political changes in China or their bearing on the business and commercial development of the country and will touch only on the high lights of what China can do to make herself understood in the outside world for an outlet for her products and what American business and commercial interests can do to widen their markets in this wonderful field.

In the first place China has never received a just estimate of its products from the American consumer. Her tea has had a declining market and her silks and products of her looms never have been accorded the return in the demand that should have existed in the American market. And why has the American consumption of Chinese products been below what it should be? Because Chinese business men have neglected to advertise intelligently to the American consumer. Chinese tea growers have allowed the Ceylon and Japanese teas to get vogue and Chinese silk interests have been neglectful of making the American consumer ask for and insist on their products, allowing the Japanese to dominate the silk industry so far as the sales in the American market go.

I can say without fear of exaggeration that the average American would rather buy a Chinese product in preference to a Japanese product not because of any hate shown the Japanese but because the Chinese seem to inspire a higher degree of confidence. And the Chinese interests have never taken advantage of this condition to advertise intelligently as the means to develop this buyers' goodwill. In discussing the question of American markets in China, I may be putting the cart before the horse by talking about Chinese markets in America. I am however trying to show that what is, and what is not being done in the United States by Chinese interests is not paralleled by similar inertia in China so far as American interests are concerned. In a number of years I have never heard of a single instance where Chinese business interests have in a broad way been interested in advertising to the American consumer. A Chinese steamship line now in operation several years with good boats and flying the American flag is practically unknown to the world traveler. Chinese hotels are unknown here, and tourists are not made familiar with Chinese railways. If you order tea in any hotel they bring you Ceylon or Formosa tea. If you purchase silk you will have the Japanese habutai, the chances are, put before you.

What have the American traders done in China? They have advertised in China whenever and wherever possible, and this covers all kinds of advertising, from cigarettes and chewing gum to machinery and railway equipment. American banks and hotels have made their fame known, American oils and automobiles have made their bow to the Chinese consumer and American ships and railways have advertised in China to the Chinese traveler. The United States Shipping Board, early in its career used the vernacular press in China and the *Shun Pao* in Shanghai has carried a number of striking appeals for Chinese patronage for American shipping. But American interests have really only scratched the surface so far as the trade possibilities in China are concerned. The rapid growth of the vernacular press has made it possible to reach an ever growing circle of consumers and the advertising columns of native Chinese newspapers show the growth. The pioneer work on advertising in China has been done by Americans. It is being rapidly taken up by young Chinese who have been in touch with American methods. Not enough attention as yet has

been paid to the technique of advertising in some of the Chinese newspapers but that is the fault of returned students who in entering "journalism" think only of the "writing" side and do not pay enough attention to the practical business or advertising side. When more students take up advertising seriously and make a real study of it and when Chinese business interests make an effort to reach the American consumer, there will be a better development in China of Chinese advertising.

Several admirable surveys have been made of the Chinese market by the department of Commerce in Washington. There is no periodical that covers the whole Far East as several publications have recently blatantly announced as their sphere. American business men should be mindful to differentiate between the Japanese and the Chinese fields. The Chinese sphere in my judgment is one which will always be fruitful and the Japanese sphere indifferent. Methods of competition in Japan and a shallowness by reason of a selfish nationalism always warp the growth of outside business interests there after an apparent initial cordial welcome. The Chinese may not be effusive but he is your friend if he likes your product or if you cultivate his demand through advertising.

Several important Chinese branch banks established in New York have during the past year done admirable work in presenting facts about China to American business men. They will gradually reap a permanent benefit. When a Chinese railway, (the South Manchurian,) owned by Japanese is advertised in America to Americans as an example of Japanese enterprise how can you expect the American public always justly to understand China unless Chinese make up to the cultivation of advertising.

The printed word is going to help work out the political regeneration of China and advertising is going to take no mean part in the changing of customs which will work towards a greater spirit of nationalism, and pride in exploiting the products of China to the outside world. Give American business men credit for one thing in China, and that is they will continue to spend in China money for advertising and the best media, the daily vernacular press, will give adequate return in trade, to any worthy product.

New York City, July, 1923

Ray of Hope for Americans Regarding Income Tax Payment

Most Americans in Shanghai see a ray of hope in the hitherto gloomy prospect of being jumped on by agents of the United States government for income taxes and fines from the year 1914.

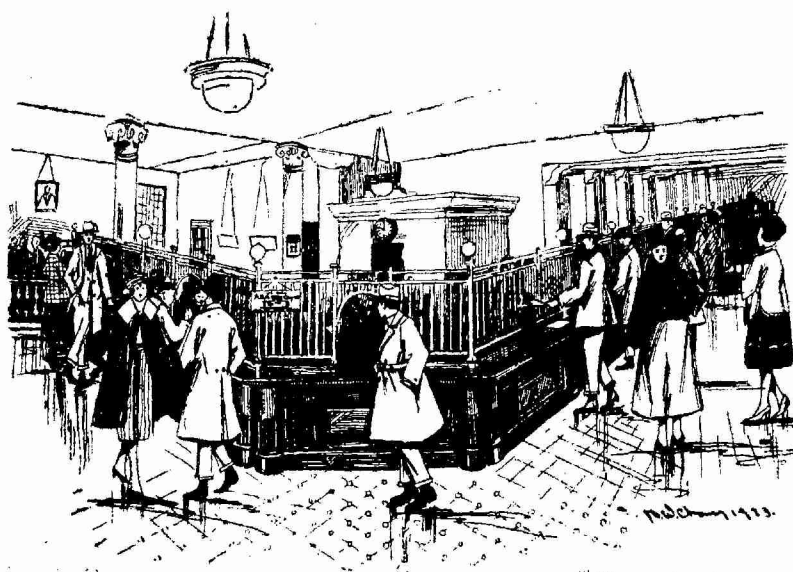
Wilfred T. Fry, income tax consultant, 13 Buckingham Palace, London, S. W. 1, has sent letters to Americans here offering his services in recovering income tax refunds from the British government, and he states "in addition there are various other claims that British subjects and others are entitled to prefer under older legislation."

Prominent Americans are considering cabling expenses for Mr. Fry to come to Shanghai, believing they may be able to get enough out of the British government, after deducting Mr. Fry's 12 1/2 percent, to pay the amounts due U. S. federal income tax collectors. Beside income tax claims, Americans will probably figure out damages back to collections made in the colonies when they were without representation in Parliament. Page Mr. Fry.

Wong Chong, Salvation Army Cadet Graduate

An article in the *Literary Digest* of August 4, in telling of the Salvation Army "West Point", situated on a hillside of the Bronx, mentions among the graduates, Wong Chong, a Chinese who "has had a varied career, but sees ahead of him the fulfillment of a call which he first heard when he knelt at the drumhead of the Army on a corner one night and first professed a longing for something better." Wong Chong's picture appears in the *Digest*.

"The Salvation Army cadets must measure up to an exacting physical and spiritual standard, and mentally, says a writer in the *New York Times*, they would compare with the average student body. Qualifying for the course does not come easily. It comes only as a reward of three or four years' training in the army atmosphere, and cadets, we are told, are picked with a special eye to the quality of their resolution, for life in the Army is not a mere matter of drum-beating and psalm-singing. When the year in college is finished the graduates become probationary officers, commissioned either as lieutenants or captains, when they must undergo trial for another year. They must study during this period, and are required to read specified books, on which they must afterward pass an examination. If they measure up at the end of this period, they attain the full rank."



A. B. A.

Travelers Cheques

are in gold currency and acceptable everywhere. They can be used to advantage both in Europe and America. They are compact, come in convenient denominations and safe against loss of funds.

Sold by

"The Bank of Personal Service"

The American-Oriental Banking Corporation

15 Nanking Road

The Constitution of China and the Constitutional Law of the Philippines

BY DR. FRANCISCO VILLANUEVA CONTRA

Extraterritoriality

Moore in his "International Law" defines extraterritoriality as "an exemption from the operation of the local law, granted either by usage or treaty, on account of the differences in law, custom and social habits of civilized nations from those of uncivilized races." There is a great and significant distinction between the foundations of extraterritoriality in Moslem countries and in China. The exemption of foreigners from the operation of local laws in the great Moslem or Pagan states of Asia and Africa is bottomed on customs, whereas extraterritorial rights in China are founded on treaties with foreign powers.

Extraterritoriality never existed in the Philippine Islands. No foreigner was ever exempted from the operation of the local laws. The body of laws ruling in the Philippines is one of the most modern, progressive, solid and wise systems, which can fully safeguard the stability of the state and affords proper protection and safety to the lives and property of the inhabitants of the country. It had its sources from three of the greatest legal systems of the world: Canon, Civil (Spanish and Latin) and Common (Anglo-American).

Constitutional Law

A comparative study between the provisional constitution of the Republic of China and the constitutional law of the Philippines will undoubtedly be of concern not only to those interested in the subject of extraterritoriality but also to those who are following with eagerness the political development of the Chinese Republic and waiting with anxiety for the promulgation of a permanent constitution for China. The present article is only preparatory of a more extensive study of the subject.

A constitution is not a political platform, but the fundamental law upon which all the people of the state are in substance agreed, laying down the most fundamental principles of government and public action, within which statesmen dealing with practical problems work out the methods of action which the life of the state requires.

The Constitution of the Republic of China

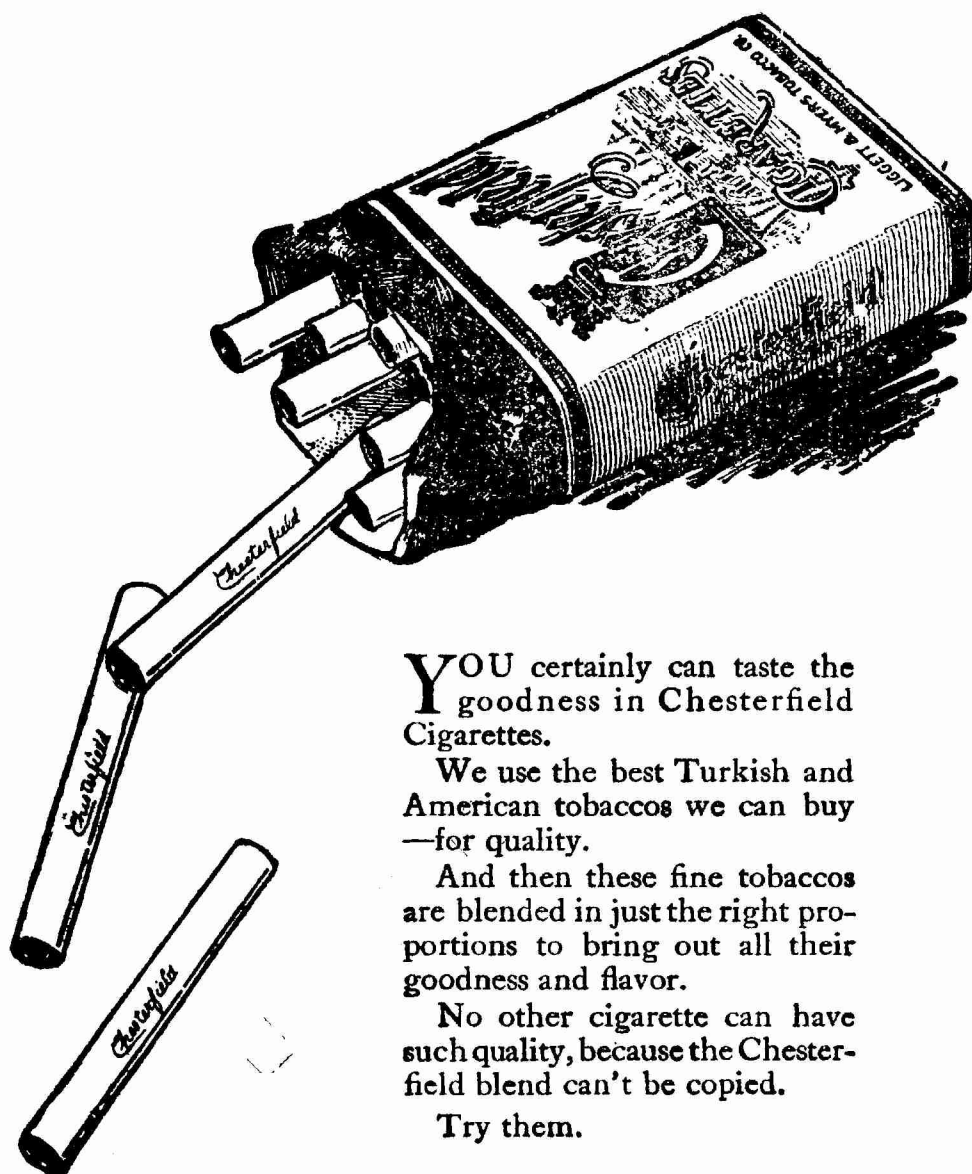
The provisional constitution of the Republic of China was supposed to have been promulgated in Nanking on March, 1912. This fundamental law is now in force and the present Chinese government is being subjected to the operation of its provisions. Prior to the approval of this constitution there was no written fundamental law in China to which all action must conform or which could afford the framework of the method of action of the life of the state. However, Chinese philosophers have imparted in the minds of the people the principle of the right or the equitable way, called "Li," during the time that China was living under a monarchical and patriarchal system. The introduction of the idea of the sovereignty of law in China would serve to introduce an element which might take the place of the old personal loyalties as far as government is concerned.

The government of the South and other independent provinces have disregarded the terms of the provisional constitution.

The Constitutional Law of the Philippines

The government established in the Philippine Islands is a government of laws and not of men. It exercises effective control over the entire Philippine territory.

During the Spanish regime there was a body of laws, which being fundamental in character could be considered as the constitutional law of the Philippine Islands. When the Philippine Revolution took place and the sovereignty of Spain was overthrown by the Filipino Revolutionists in 1898, the Philippine Constitutional Convention gathered in Barasoain, province of Bulacan, passed a written constitution for the Republic of the Philippines, the first republic of the Eastern hemisphere. The committee intrusted with the duty of drafting this constitution had borne in mind not only the French constitution which was made the basis, but also those of Belgium, Mexico, Brazil, Nicaragua, Costa Rica, and



YOU certainly can taste the goodness in Chesterfield Cigarettes.

We use the best Turkish and American tobaccos we can buy—for quality.

And then these fine tobaccos are blended in just the right proportions to bring out all their goodness and flavor.

No other cigarette can have such quality, because the Chesterfield blend can't be copied.

Try them.

Chesterfield

CIGARETTES

of finest Turkish and American tobaccos—blended

"They Satisfy"

LIGGETT & MYERS TOBACCO CO.



ASIA LIFE INSURANCE COMPANY INCORPORATED

A S A LEGAL RESERVE Company our reserves are in the same proportion to our risks as are those of the largest companies.

Full information sent on request.

MAIN OFFICE

3 CANTON ROAD, SHANGHAI

Telephone Central 8000

Branch Offices:

Canton Hankow Peking Tsinanfu

Agencies in principal cities throughout China.

Guatemala, because these nations were believed to be the ones most similar to the Filipino people during that time.

When the Filipino forces were defeated by American arms, the Islands occupied, and the sovereignty of the United States established and proclaimed, all political laws were declared repealed, and the political status of the Philippines was determined, by act of the United States Congress in accordance with the provisions of the United States Constitution and the Treaty of Peace between the United States and Spain signed in Paris on December 10, 1898.

The body of organic laws, which regulate the fundamental functions of the Philippine government and which can be considered as the present constitution of the Philippines, are: (1) the provisions of the United States Constitution which are of universal application, such as the thirteenth amendment; (2) the treaties of the United States, either of universal application or especially made applicable to the Philippines; (3) the acts of the United States Congress especially passed for the Philippines, such as the "Philippine Bill," the Act of July 1, 1902, and the "Jones Law," the Act of August 29, 1916, the most important and fundamental organic law of the Philippines, which is entitled as "An Act to declare the purpose of the people of the United States as to the future political status of the people of the Philippine Islands, and to provide a more autonomous government for these Islands"; (4) the Instructions of President McKinley to the First Civil Commission, of April 7, 1900, which were confirmed and ratified by the United States Congress in the Act of July 1, 1902; and (5) the provisions of certain acts of the Philippine Commission which were incorporated into certain acts of the United States Congress and thus acquired an organic character.

The constitutional law of the Philippines stands upon a very solid and good foundation and can be held as one of the most systematic, efficient and progressive constitutional systems of the world. The actual prevailing constitutional theories are Anglo-American, American and British authorities are often quoted by courts in explaining constitutional provisions. Chief Justice Marshall, the great expounder of the American constitution, is as popular and as much revered and admired in the Philippines as in America.

In 1916, the Philippine Legislature enacted the Administrative Code of the Philippines which is the most accurate and systematic codal work on Philippine political law.

As soon as the Philippines is granted her independence, a written constitution, in a single document, embracing all the fundamental principles that are already in force in the country, will be promulgated. In a resolution passed by the Philippine Legislature on November 29, 1922, the United States Congress was requested to authorize to Philippine Legislature to call a convention for the drafting of the constitution of the future Republic of the Philippines. Senator William H. King, of Utah, in accordance with this resolution, on February 9, 1923, filed an amendment to the Appropriation Bill for the War Department, giving the Philippine Legislature such authority to call a constitutional convention and providing for the independence of the Philippines and for the withdrawal of the American forces within six months after the inauguration of the Republic of the Philippines. This future constitution will undoubtedly be patterned after the American constitution and will have the advantage of containing amendments which correct the defects noticed in the American constitution so that the new document shall be framed with a desire to make it very near perfection in the matter of laying the fundamentals of a democratic government.

This is the first of a series of articles by Dr. Conlu discussing the Constitution of China and the Constitutional Law of the Philippines. Dr. Conlu is a graduate of the University of the Philippines. He has been admitted to the practice of law before the United States Court for China and has an office in Shanghai at 25 Jinkee Road.

Rice Opens West Coast Life Agency in China

W. R. Rice, former general manager of the Asia Life Insurance Co., recently returned to Shanghai with the general agency for China of the West Coast Life Insurance Company of San Francisco. Headquarters have been opened on the fourth floor of the Robert Dollar Building, and it is Mr. Rice's intention to expand to all important outposts of China.

The West Coast Life is one of the largest companies writing life insurance in the western states of America. It operates in Texas and practically all the Rocky Mountain and Pacific Coast states. Organized in 1906, the company has grown until its present assets reach nearly eight million gold dollars.

The company has been doing business very successfully for several years in Hawaii and the Philippines. At the present time, it is the only American life insurance company in China which carries on the majority of its business in America.

UNIVERSAL WINDING MACHINES

THE ONLY COMPLETE WINDING SYSTEM
MACHINES FOR WINDING

Filling for Looms, Cones for Knitting
Tubes for Twisting
Warps, Braiders, Thread Binder Twine
Rope and Electrical Coils

PARIS
BOMBAY
TOKIO
MANCHESTER, SHANGHAI, OSAKA
Cable Address: LEESON BOSTON

UNIVERSAL WINDING COMPANY

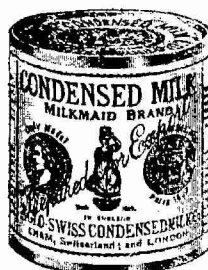
LEESON
BOSTON, U.S.A.

NESTLÉ & ANGLO-SWISS CONDENSED MILK Co.

NEW YORK-LONDON-PARIS = = = CHAM-VEVEY (SWITZERLAND)



The oldest
"Sweetened"
in China.



Keeps in
any climate



Always fresh and
ready for use.



The
Food Drink



TRADE



MARKS

MANUFACTURERS & SOLE IMPORTERS of:

EAGLE	sweetened condensed milk
MILKMAID	sweetened condensed milk
MILKMAID	Unsweetened (Evaporated) milk
ST. CHARLES	Unsweetened (Evaporated) milk
MILKMAID	sterilized milk
NESTLÉ	pure rich thick Cream
NESTLÉ	Malted milk
NESTLÉ	Milk Food
NESTLÉ	Feeding Bottles

AND

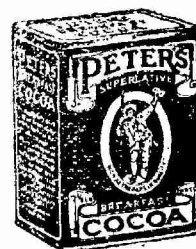
LACTOGEN

NESTLÉ PETER CAILLER KOHLER

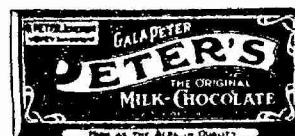
Cocoa, Swiss Plain, Milk & Nut Chocolates,
Bonbons, Fancy boxes & Covering
Chocolates



Delicious with
Fruits



The best and
the cheapest



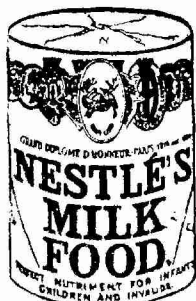
The original Milk
chocolate



The largest world sale

Ask for quotations

Nestlé & Anglo-Swiss Condensed Milk Co.
Shanghai, 8 Nanking Road.
Tientsin, 111 Rue de France
Mukden.



The food for baby
after weaning



The safest drink

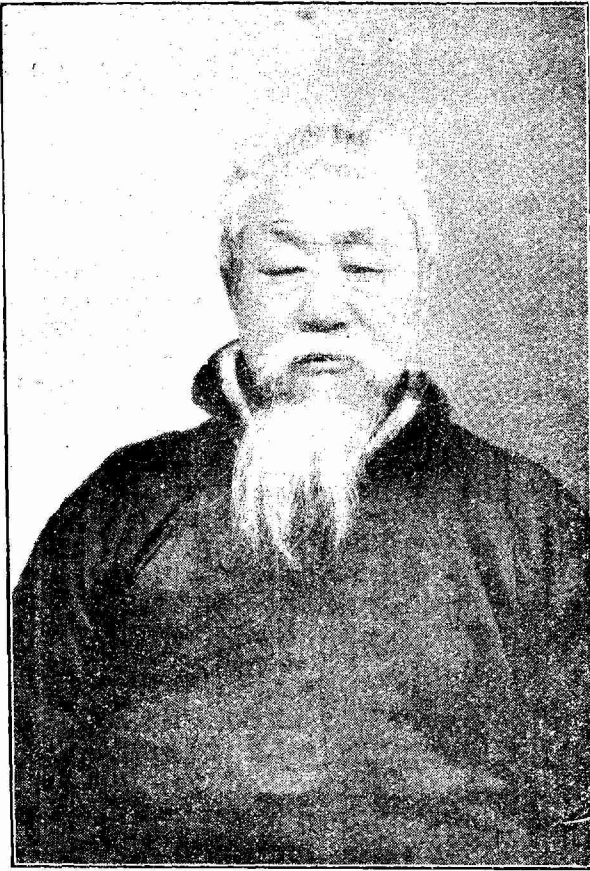


A cow in every
home



The natural Milk Food
(The best substitute
for Mother's Milk)

Who's Who in China



Mr. Chang Hsiang-wen

張相文字蔚西

Mr. Chang Hsiang-wen was born at Szuyang Hsien, Kiangsu Province, in 1866, and was a member of a very poor family. In his youth he studied the Chinese Literature and Classics, but did not seek to distinguish himself in the competitive examinations under the Ching Regime. Later he took up the study of science and made himself an authority on the geography of China. For a period of twenty years he taught school while privately doing research work. During this time he published several books on Physical Geography and the Geographical History of China. Between 1905 and 1911 Mr. Chang taught in several schools and colleges in Tientsin. At that time two persons in China were considered authorities on Chinese Geography based on the modern method of study, one being Mr. Chang and the other Mr. Pai Ya-yu, a revolutionist who was killed in 1911 at Lanchow, Chihli, by General Wang Huai-ch'ing who was then commander of government troops stationed there. In 1908 Mr. Chang organized the Chinese Geographical Institution in Tientsin and was later elected its President. Since its organization a monthly journal called "The Geographical Magazine" has been published. After the establishment of the Republic, Mr. Chang was elected a member of the House of Representatives of the First Parliament. When in January 1914 Parliament was dissolved by Yuan Shih-kai, Mr. Chang immediately started on an extensive expedition over the northwestern part of China. He discovered the original site of the Great Wall and located the tomb of Jenghiz Khan and wrote a series of articles on his discoveries and travel for the Journal of his Institution and other magazines.

In June 1916 Mr. Chang returned to Peking when the old Parliament was reconvened by Presi-

dent Li Yuan-hung. When it was for the second time dissolved in June 1917, Mr. Chang proceeded to Canton with other parliamentarians to establish the "Extraordinary Parliament" and join the southern leaders. This gave him a chance to travel practically over all the Southwestern provinces. Since that time he has devoted most of his time to writing on various subjects, particularly morals and religions. In June 1922 the old Parliament was for the third time reconvened by President Li Yuan-hung who had reassumed the office of Chief Executive, and Mr. Chang again became an M.P. Mr. Chang strongly believes in Buddhist teachings and has been a vegetarian for many years. He is still writing for the Chinese Geographical Magazine and is the President of the Chinese Geographical Institution.



General Chao Heng-t'i

趙恆惕字炎午

General Chao Heng-t'i was born at Hsiang-t'an Hsien, Hunan Province, in 1880. After graduation from a military school in China, he went to Japan and entered the Military Officers' Academy, taking the course in artillery. In November 1908 he was graduated and returned to China. Subsequently General Chao became a commanding officer in Kuangsi Province. During the First Revolution in 1911-12, he was in Hunan and played an active part as Commander of a Revolutionary Force, as a Kuomintang member. Following the establishment of the Republic in 1912 and the election of Yuan Shih-kai to the Presidency, he went to Peking together with several other Kuomintang Generals. Owing to his intimate relation with Kuomintang people, he was much suspected by Yuan Shih-kai who subsequently had him arrested and imprisoned in the Peking Marshal Court, popularly known as Yuan Shih-kai's "Bastile."

General Chao remained in prison until finally released through the efforts of General T'an Yen-k'ai, then Tutuh (Military Governor) of Hunan. General Chao returned to Hunan again and served in the Provincial Army. In December 1916 he was appointed Commander of the First Division of Hunan and soon afterwards, became Commander in Chief of the Hunan Forces. In 1922 the people of Hunan declared Provincial Autonomy. A constitution was promulgated containing the provision that the people were to elect their own governors. As a result of the election, General Chao was placed at the head of the Province, controlling both military and civil affairs. In that capacity he was supposed to be neutral from the standpoint of North and South. However he was thought to be on better terms with the former than the latter. In August 1923 Hunan was threatened with an attack by Sun Yat-sen's men commanded by General T'an Yen-k'ai, former Military Governor of Hunan. General Chao's position has been weakened somewhat but he is still upholding the provincial constitution of Hunan.



Mr. F. Ch'in
秦汾字景陽
(Ch'in Fen)

Mr. F. Ch'in was born at Chiating Hsien, Kiangsu Province, in 1887. He received his middle school and collegiate education in Shanghai where he attended several schools. In 1906 he went to America and studied Mathematics and Astronomy at Harvard University, from which school he was graduated in 1909 with the degree of A. B., (Magna Cum Laude). In the same year he obtained the degree of A. M. During 1909-1910 Mr. Ch'in spent a year in England and Germany taking post-graduate courses at Glasgow and Freiburg Universities. Mr. Ch'in returned to China in June 1910 and became Dean of the Kiangnan High School of Nanking. Later he accepted the Deanship of the Pootung Middle School, Shanghai. From 1912 to 1915 he

was Professor of Mathematics of the Nanyang College, now known as the Communications University. From 1915 to 1919 he was Professor of Mathematics and Astronomy at the Government University of Peking and also Dean of the Science Department. In March 1919 he was appointed Director of the Ministry of Education in charge of the Direction of Technical Educations. In November 1920 he was promoted to be Councillor of the Ministry of Education. In July 1922 Mr. Ch'in received the Third Order of Chiaho. In April 1923 he was appointed by the Ministry to be Chinese Delegate to the International Education Conference. Mr. Ch'in is still Councillor of the Ministry of Education. He is the author of a series of text books on Mathematics in Chinese and several books on Astronomy.

TENNIS RACKETS RESTRUNG

LET THOSE WHO KNOW HOW
RESTRUNG YOUR RACKETS.
OUR SERVICE IS UNEQUALLED.

Best American "Poppy" Brand, \$8.00
Best Chinese Brand 2.00

Squires Bingham Co.

SHANGHAI

Rackets returned by mail day following receipt

The Independent News

The Leading Newspaper of Hankow

Read by All—Liked by All

—:o:—

*Published Everyday:
Daily & Sunday*

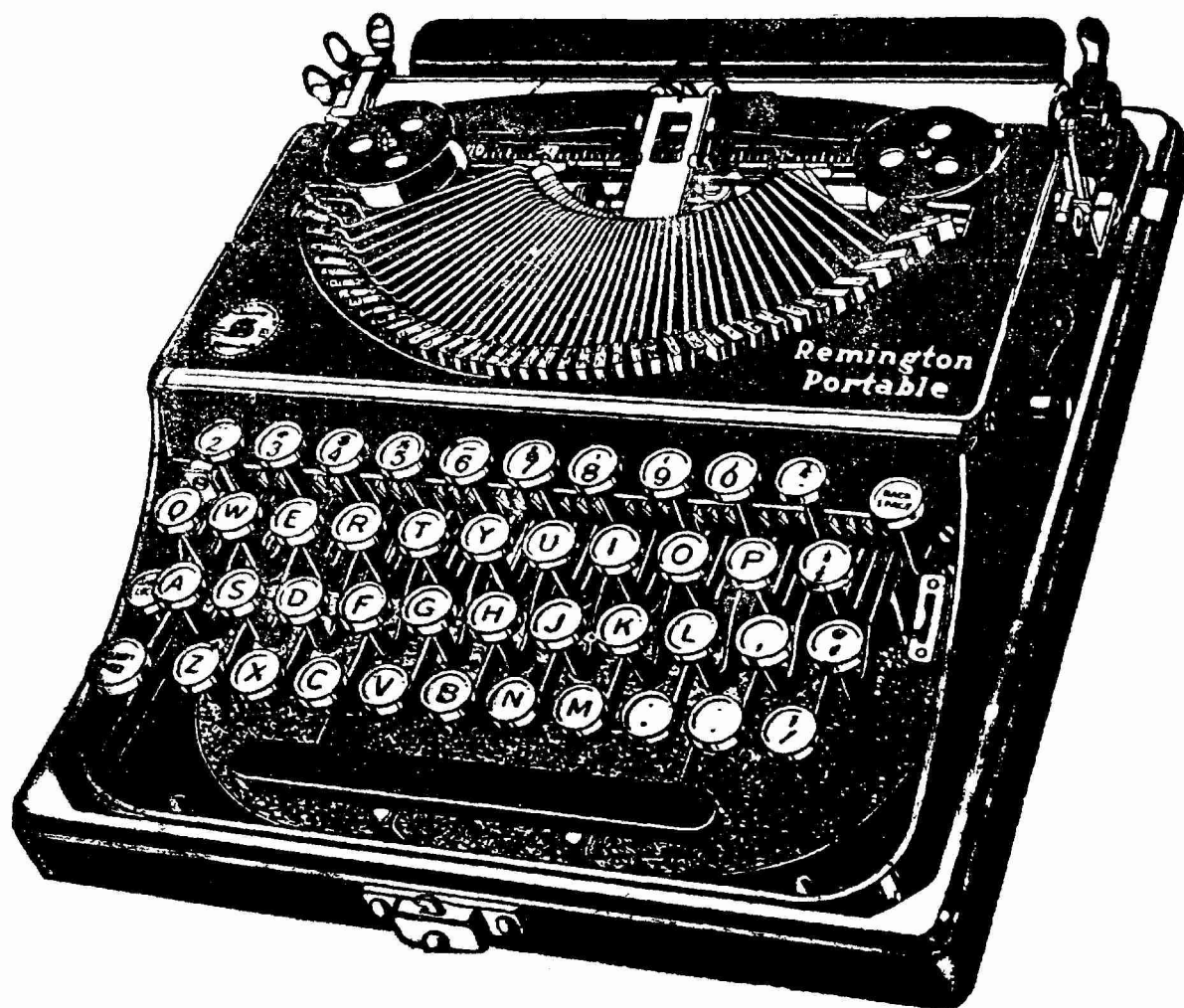
By

The Independent Syndicate, Inc.

25-B Rue Dautremere, Hankow

—:o:—

PETER S. JOWE, *Publisher & Editor*
BRUNO SCHWARTZ, *Business Manager*



THE REMINGTON PORTABLE

The only portable machine with a keyboard exactly
the same as the Standard Office Model.

Single shift—4 rows of keys—automatic ribbon reverse—fits
into case only 4 inches high—weight with case only 11¼
pounds. High-standard Remington workmanship to the
merest detail.

The Remington is made to be your life-long friend.

We also have the Standard Office Machines in Stock

You are invited to try one in our showrooms



MUSTARD & CO., INC.

ESTABLISHED 1870

22 MUSEUM ROAD

SHANGHAI



Exclusive Representatives—China, Hongkong, Macao

Branches: Hongkong, Canton, Hankow, Tientsin, Mukden and Harbin.

We supply Red Seal Carbon Paper and "Remico" Paragon Ribbons for all makes
of machines. Repairs by expert mechanics.

A GLANCE AT SIAM

By James Porter Davis
(FORMER U. S. CONSUL, BANGKOK, SIAM)

ASK that delightful mythical personage known as the average American to mention three facts about Siam and he will probably speak right up with "white elephants and Siamese twins and . . . and . . ." and get no further. Ask him whether Siam is in India or China and he will choose one or the other location promptly and positively. It may be useful therefore to rescue a few average Americans from that odious category by acquainting them a little with the real Siam, the Sunday magazine sections of certain newspapers to the contrary notwithstanding.

Siam is the one officially Buddhist state, the one remaining absolute monarchy, the one nation on the continent of Asia with a stable government, the one nation with an inconvertible paper currency worth more than its nominal gold value, the one nation whose national debt is less than five dollars per capita, one of the few nations without strikes, lockouts, unemployment, or bolshevism, and with a large excess of exports over imports, a paying state-owned and state-operated railway system, and a gilt-edged credit in the world's money markets.

Here is a country with all the charm of the Orient, undisturbed as yet by commercialism or tourist-catching; its capital a fascinating city where you can not find a rubberneck car, or a professional guide, or a souvenir shop; a city of wide, shaded boulevards and picturesque canals; of red, blue, and gold temple roofs; of swarming native quarters, naked, fat babies and delightful shops on streets eight feet wide, where one may buy all the myriad curious things that delight the oriental eye or palate and tickle the occidental fancy.

Borrow little Willie's Geography then, and, turn to the map of Southeastern Asia. Find Singapore, where all the red dotted lines showing steamer routes between East and West converge, at the tip of the Malay Peninsula.

Note that with the exception of a Danish line with seven or eight steamers a year to Europe, and a little French line with a semi-monthly boat to Saigon, every steamship line regularly connecting Siam with the outside world is British and has its other end in the British ports of Hongkong or Singapore, from which seats Britannia rules the waves of commerce in this part of the world.

From Singapore you can reach Bangkok by steamer in four days, but it will be more interesting to go by rail, a day to Kuala Lumpur, the capital of the Federated Malay States. It should be remembered that Singapore and Penang are not in the Federated Malay States, universally known as the F. M. S. out here, but are in the Straits Settlements. Spending a night at Kuala Lumpur, you are at Penang after an easy second day's run. The next morning you catch the through express for Bangkok. At Padang Besar, a hundred miles from Penang, you cross the frontier into Siam at almost its southernmost extremity. From this point it is possible to travel almost directly northward a thousand miles by rail and a hundred and fifty or more by pony, without again crossing a frontier. This line is roughly the one hundredth meridian of East Longitude, and it will intersect at the southernmost point of Siam the sixth, and at the northern frontier the twenty-first parallel of North Latitude. The longest intersecting parallel in Siam is the fifteenth which traverses the country from East to West for a total distance of about five hundred miles. The total present area of the kingdom is about 200,000

sq. miles, say that of Georgia, Alabama, Mississippi, and Illinois, or New York, Pennsylvania, Ohio, and Indiana.

The Siamese border runs from the sea near Padang Besar along the Indian Ocean some three hundred miles to Penang, where Burmese (British) territory begins. Here the frontier turns inland, then northward again, and follows the crest of the range of hills forming the backbone of the Malay Peninsula through impenetrable jungle and forest for about nine hundred miles to the twentieth parallel. Here it turns eastward, separating the Siamese from the British Shan States. Near the Siamese town of Chiang Sen is a three power corner—Siam, Britain, France, with China not far away. The Siamese line turns southward along the great Mekong river which forms the French frontier for seven hundred miles.

Near Latitude 15° N. the border turns westward again for a hundred and fifty, then southward for two hundred and fifty miles, to reach the gulf of Siam below Chantaboon. The Siamese line then, of course, runs entirely around the gulf of Siam, and down the Peninsula again to the border of the Malay States below Pattani. Following this border across the Peninsula you are again at Padang Besar where you left the Bangkok express.

The first two hundred and fifty miles of railway north of the frontier pass through that part of Siam where are located the Siamese tin and wolframite mines and some as yet undeveloped fields of lignite and perhaps higher grades of coal.

The most important of the tin mines are on the west coast, on the island of Phuket and the adjacent shores of the mainland, and further north at Renong. Dredging for tin is here quite successful, and hydraulic mining is being undertaken further inland. The tin output of this region in 1920, its banner year, was some ten thousand tons valued at fifteen million ticals or about five and a half million dollars.

Crossing the Peninsula the railway reaches by short branch lines the little trading and fishing ports of Pattani, Singora, and Nakorn Sri Tamarat. From this part of Siam thousands of cocoanuts are shipped to Singapore to be crushed for copra oil. This cocoanut and copra oil industry could undoubtedly be developed on a large scale in Siam.

Paddy fields begin to alternate with the jungle as the region of cocoanuts and tin mines is left behind. The railway follows the coast, giving views now of the sea on the right, now of the long range of hills which forms on the left the backbone of the Malay Peninsula and the whole boundary line between Siam and Burma.

This succession of hills and sea and jungle and paddy field, relieved occasionally by a sleepy village of a dozen palm-thatched huts, with the white PRACHEDI of the village WAT, or temple, projecting above, and by four or five thriving commercial towns, continues all the way to Bangkok, five hundred and eighty-five miles from the frontier. The railway journey from Penang has taken thirty-six hours, but, passed in a comfortable English sleeping-car with an excellently operated dining car in easy reach, the time has not seemed long.

Bangkok is the one important city of Siam. In it are concentrated the government, the aristocracy, the wealth, the commerce, and most of the significant in art, religion, and modern progress. It is a city of a thousand aspects. Here



By the wayside in Bangkok



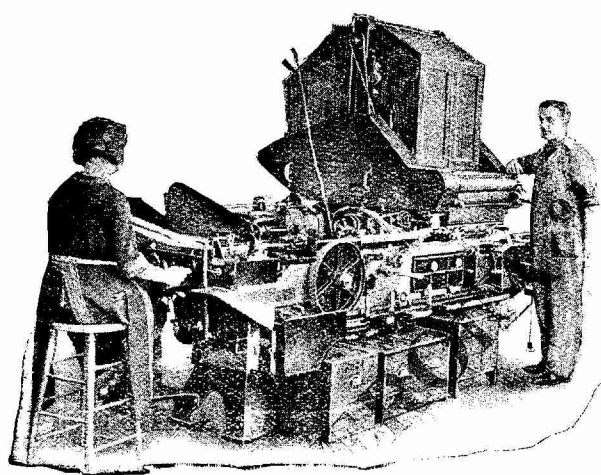
Wah Chang Trading Corporation



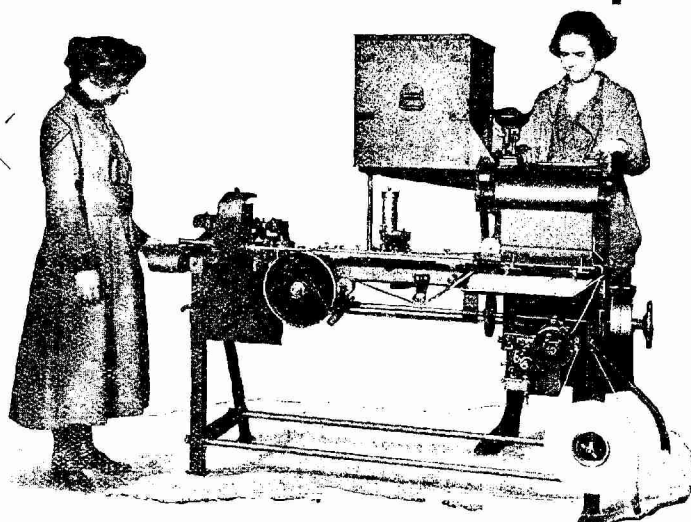
Head Office:—50 Church Street, N. Y. C., N. Y.
 Shanghai Office:—8-9 Ningpo Road
 Tientsin Office:—90 Taku Road
 Branches & agencies in all important cities in China & abroad
 Cable Address "WAHCHANG"



CIGARETTE MAKING MACHINERY



Standard Cigarette Making Machine



Chico Cigarette Making Machine

Manufactured by

American Machine & Foundry Co., U. S. of America

Sole Agent for China

Wah Chang Trading Corporation

8 Ningpo Road, Shanghai

90 Taku Road, Tientsin

233 Broadway, New York

Cable address "Wahchang"

Tel. C. 5387-88

you may find a busy harbor, lined with steamships and echoing with the clanging of hammers in the dry-docks, the puffing of tugs, and the grinding of winches: alongside the steamships will be Chinese junks with square ends and yellow matting sails, such as were immemorial at the birth of western civilization and shall perhaps sail over its grave.

Here in this house you will find under electric fans a gay dinner party in evening dress, smoking Turkish cigarettes, sipping champagne from Rheims in crystal glasses from Prague, and laughing over the latest scandal from London, Paris, or New York. Fifty yards away under an attap-thatched roof in a jungle of areca palm and banana trees, a brown man in a loin cloth is making offerings to the wood-spirits in front of their little house near his own, while his naked children sleep contentedly on the floor of his palm-thatched hut.

In this street, thundering motor trucks from Ohio and Michigan thread their raucous way among the sweating coolies with burdens suspended from sticks over muscle-knotted shoulders, or loaded by tons on primitive hand carts.

Through this lofty palace gate where one would look for the coming of a glittering oriental potentate seated on a towering elephant, glides a big Rolls-Royce touring car. Inside is a thoughtful, kindly, quietly-dressed gentleman, who speaks English with a Sandhurst accent and in leisure hours writes Western comedies in English, and ballets based on the stories of India's sacred books.

In this crowded Klong (canal) boats that might have been built from the designs in old Egyptian tombs dispute the way to charming houseboats of polished teakwood with Thorneycroft motors, electric lights and fans, and red leather cushions.

So it goes—on one hand traffic cops, tramways, ice, telephones, city water and light, Charlie Chaplin, stunt flying and the Chaulmoogra-ethyl-ester treatment for leprosy; on the other hand, gorgeous triple-roofed temples, ceremonies rich with medieval pageantry, spinning and weaving and sawing and tilling by hand, spirit-worship and witchcraft, dances and dramas that date from the dawn of time.

Through this fascinating capital of perhaps 600,000 people, with its palaces, temples, canals, and wharves, its university, and other schools, its half dozen hospitals, its big government buildings, pass the administrative questions, the important government programs such as those of education, irrigation and public health, the imports and exports, and a considerable part of the interior commerce of the country.

Thus from Bangkok the Ministry of Education is now directing the progressive enforcement of the recent Compulsory Education Law which will ultimately ensure to all the eight or ten million people of Siam at least the rudiments of an education.

The Irrigation Department is just completing the first portion of a comprehensive irrigation scheme to guarantee the rich plain of the lower Menam valley against a failure of the rice crop on which its prosperity, even its life depends. This first portion of the work will irrigate some 200,000 acres of the best paddy land in the world.

The Department of Public Health in which an American doctor is adviser, watches from Bangkok the health of the nation, pounces upon plague or smallpox or cholera, the hideous triplet demons of the Orient, and checks them before they are started.

An incident will illustrate. A severe outbreak of smallpox was reported by telegraph from Ubol, away over in Eastern Siam. From Korat, the nearest railway station, it is over two weeks' journey by bullock cart to this settlement. The Department of Public Health got into touch with the army air service and in three hours had at Ubol a public health surgeon and ten thousand tubes of vaccine. The result was the prompt suppression of the outbreak.

In passing let it be said that one of the finest traits of the

Siamese is their teachableness in such matters as the necessity of vaccination and other sanitary measures.

In like manner the other ministries, all organized along European lines, and in large degree exercising the absolute power vested in the King, direct the operation of their subordinates all over the Kingdom.

Bangkok is also the commercial center of the country. Here are located the main offices of the half a hundred or more trading firms which bring into Siam almost all her sixty million dollars worth of foreign goods yearly, and which export in even greater value, her rice and teakwood and gums and sapphires, and various less important products. Tin alone is exported by way of Penang and Singapore. These trading firms are British, French, Danish, Italian, Swiss, Belgian, Japanese, Chinese, and Indian. The British, Danish, and Chinese are the most important, the Siamese, curiously, taking a relatively small part in their commerce, though many Siamese are interested in some of these firms. This absence of the Siamese in business life is perhaps due to the fact that almost all important Siamese are government officials whose work takes most of their time and energy. Siamese society consists, in fact, of practically only two classes, the aristocracy composed of the royal family and the nobility, and the coolie and peasant class. There is no Siamese bourgeoisie—a fact which is unfortunate from the standpoint of commercial and industrial development. There are signs that such a class is in process of formation, notably among the Siamese-born Chinese, and Sino-Siamese stocks. At any rate the steady and increasing infiltration of Chinese artisans, and business men is bound to have a great effect on the constitution of the future Siamese social organization.

It is a still more curious fact that with sixty million



Siamese types

dollars a year being sent out of Bangkok for foreign goods, not one American trading firm has even an American representative at Bangkok, and no American bank or shipping company has come for a share of the business. Apparently American business men can think still of nothing but white elephants and Siamese twins in connection with Siam.

The river at Bangkok forms a fine deep-water harbor, the facilities of which are only partly utilizable now because a bar at the mouth of the river makes passage impossible even at spring tides for vessels drawing over fifteen feet of water. The channel will surely be deepened some day, so that trans-oceanic steamers can come into the heart of the city.

Along the river banks and the numerous klongs or canals which intersect the city in all directions are fully a hundred rice mills, mostly owned by Chinese. To them come down the boats heaped up with golden paddy from the vast

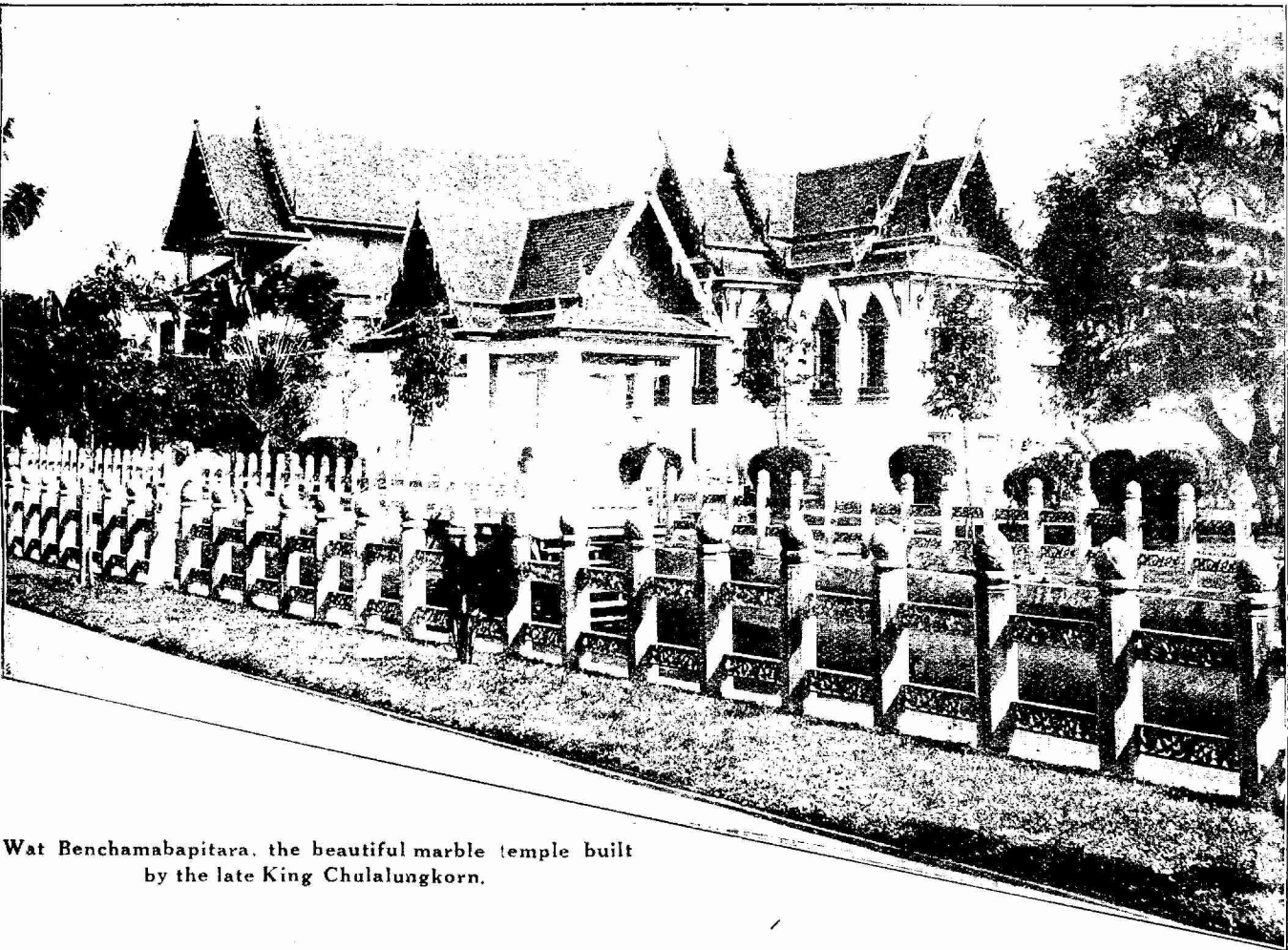


Along the banks of the Menay Chow Phya such scenes of quiet loveliness may be found at every turn. The palms, the crumbling spire of the little prachedi, and the nipa-thatched cottage are typical of rural Siam.

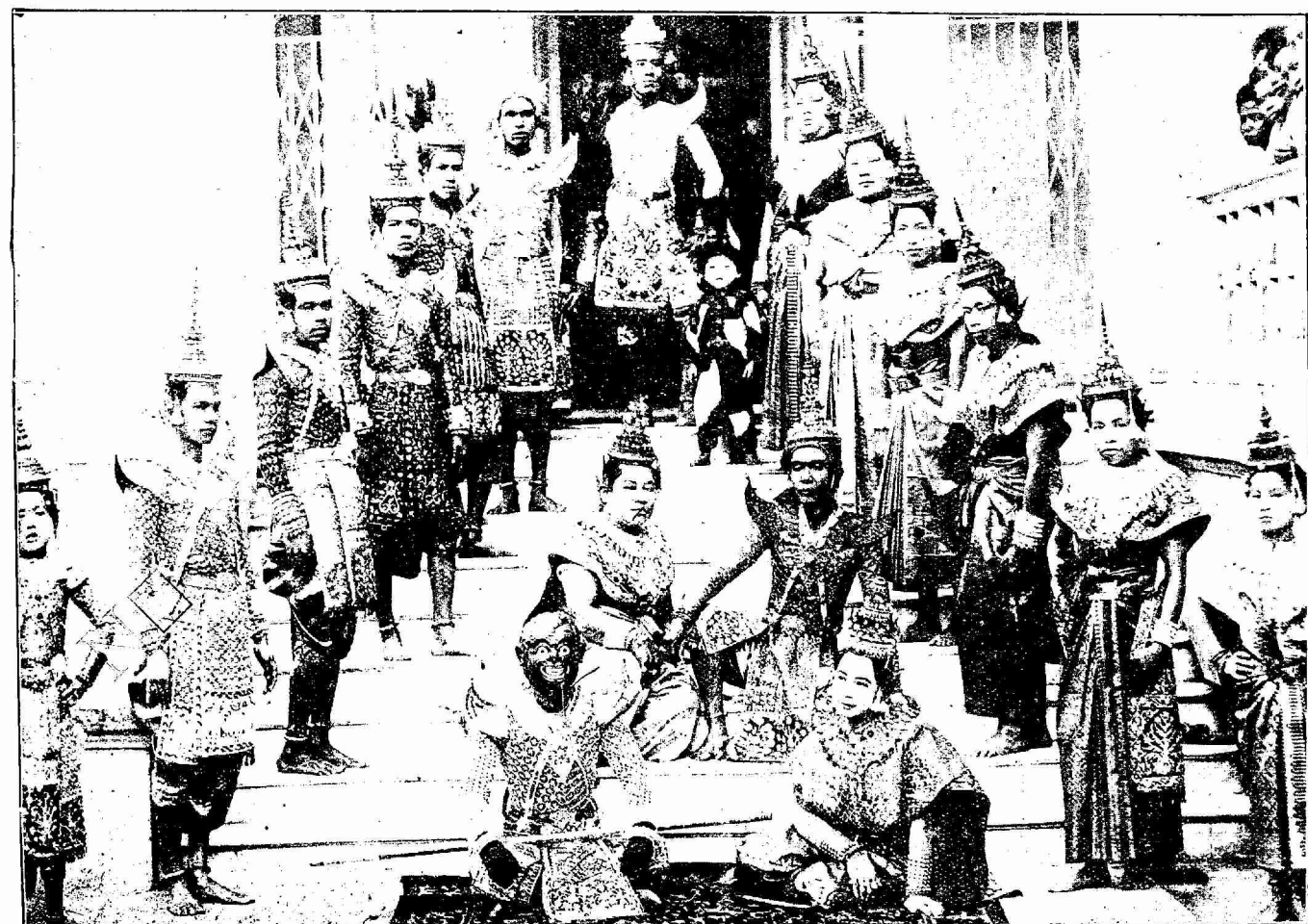
Central Siam is a network of water ways. In the entire absence of roads, the streams and canals carry the traffic of the country, as well as providing the water for irrigation and all domestic purposes.



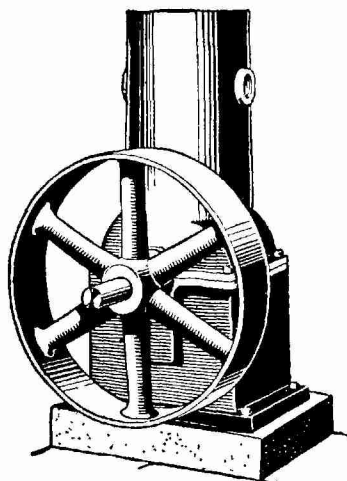
Bangkok has many beautiful boulevards—of which this is not one



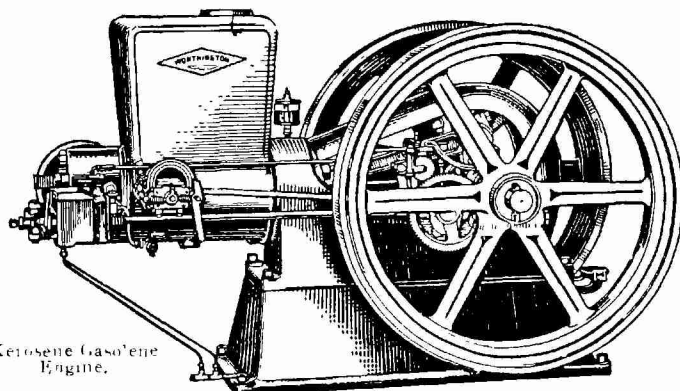
Wat Benchamabaitara, the beautiful marble temple built by the late King Chulalongkorn.



WORTHINGTON

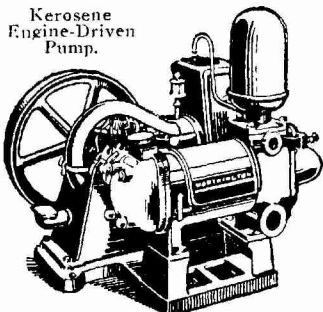


Vertical Air Compressor.



Kerosene Gasolene Engine.

Kerosene Engine-Driven Pump.



Built on a Foundation of Eighty Years' Experience

WORTHINGTON PUMP AND MACHINERY CORPORATION

Executive Office: 115 Broadway, New York, Cable Address: "Tuneharp"

SALES OFFICES AND REPRESENTATIVES

Andersen, Meyer & Co., Ltd., Shanghai.

MUKDEN TIENSIN PEKING TSINAN HANKOW CANTON
HONGKONG JAPAN PHILIPPINE ISLANDS HAWAIIAN ISLANDS

K-3.4
N-3.4

愛
禮
司
洋
行

BADISCHE ANILIN - & SODA-FABRIK LUDWIGSHAFEN o/RHINE



Manufacturers of :

Indigo, Direct, Acid, Kryogene, Chrome, Alizarine Colours and especially **Indanthrene Dyes**, which are unequalled in fastness and outwear cloth. We can supply any kind of coal-tar-dyes for all purposes.

Chemicals for Technical Purposes as:

Sulphate of Ammonia, Liquid Anhydrous Ammonia, Spirits of Ammonia, Acetate of Ammonia, Sal-Ammoniac, Nitrate of Ammonia, Bicarbonate of Ammonia, Nitrate of Potash, Nitrite of Soda, Bisulphite of Soda, Sulphite of Soda, Sulphate of Soda, Sulphide of Sodium, Nitric Acid Sulphuric Acid, Barium Nitrate and Strontium Nitrate

Representatives: A. EHLERS & Co. Shanghai

Hankow Road 14, Entrance Kiangse Road 24

Branches: Tientsin, Hankow and Tsingtau.

Agencies: Newchwang, Chefoo, Peking, Haichow, Foochow, Changsha and Chungking.

fields in the interior. Nearly one and a half million tons of rice will pass through these mills this year, to be shipped to China, Japan, Singapore, Java, Ceylon, India, and Europe, and from Europe even to Cuba and South America. This great stream of rice is the economic life blood of Siam. Besides constituting the principal food of the Siamese, it is their principal source of wealth. Its value amounts to three or four times that of all other exports combined.

The quality of Siam rice both in size and in flavor is most excellent, and its reputation so good in the Orient that a great deal of inferior rice from other countries is mixed with a small percentage of rice from Siam and sold as Siam rice.

Just below the city on the river banks are the sawmills which cut the famous Siam teak-wood into marketable form. Above the city rafts of thousands of teak logs are tied up along the west bank of the river, waiting for their turn to go down to the mills. Cut in the hills of northern Siam, hundreds of miles from Bangkok, these logs have taken at least three years, sometimes ten, to reach their moorings.

Here on the river and crowding every klong one sees literally thousands of boats of every conceivable type: graceful little shells no bigger than a tin wash-tub in which the weight of the single woman paddler sinks the boat almost to the gunwales; market-boats, large enough for two women with a huge stack of vegetables, cocoanuts, pineapples, bananas, betelnut or a thousand and one other articles dear to the Siamese palate; passenger sampans rowed by a man standing erect in the stern with his oar fixed to the top of an upright stand some two and a half feet above the gunwale; freight-boats fifty or sixty feet long covered with bamboo matting and loaded with products from the interior or with textiles, tin-ware, canned goods, cigarettes, kerosene, and an indescribable jumble of small articles for the trade up-country; paddy-boats with the deck almost awash working slowly down to the rice mills under oar and sail or crawling empty up stream in long lines of thirty or forty behind a single steam launch; fast motorboats of the Customs, the Navy Department, or the Harbor Department, dashing hither and thither; elegant houseboats carrying an official or a big land owner with his family on a leisurely trip up-river for a few days or a few months; boats from the Laos country five or six hundred miles to northward with high bow, and the family abode perched away up astern; royal motor cruises resplendent in white and green and gold; tired-looking torpedo boats, always at anchor; ancient Chinese junks, their decks swarming with yellow forms, as the great sails of yellow matting are furled and the rusty old-fashioned cast iron anchor let go; double decked launches with the bottom deck almost full of fire-wood, plying busily up and down stream with hundreds of passengers; big sea going steel vessels, swinging down with the tide on their way to Hongkong or Singapore. Here one may see in half an hour almost every type of craft that has taken man over the water since the days of the neolithic canoe. There are registered in Bangkok no less than 175,000 boats, a figure which well illustrates the importance of water transportation in Siam.

In fact, until recent years, there was only water transportation in Bangkok and in a large part of the country. In the elevated and drier regions of Eastern and Northern Siam bullock-carts, elephants, packbullocks, ponies, and coolies had to supplant the boats, but there were for them only trails through the jungle or tracks across the plains. Ten miles a day was fair going. A journey from Bangkok to Chiengmai, the second most important city in Siam, the so called Northern Capital, situated about four hundred and fifty miles to northward, required over two months of laborious rowing and poling up the river; from Bangkok to Korat in Eastern Siam was three weeks; and from there to the frontier two or three weeks more.

These conditions are being fast modified. Bangkok now has a well-planned system of streets on which some two thousand motor vehicles crowd and sometimes smash up the ubiquitous pedestrian and rickshaw. The klongs are spanned by dozens of memorial bridges erected by the late King and others. Highways are being built where most needed, though slowly, on account of the cost and the advantages of having railways first.

The railways are doing for the nation what the first transcontinental lines did for America. Lay the left hand palm down on the table and spread the thumb and fingers widely apart. The wrist joint will represent Bangkok. The line from the wrist to the top of the middle finger will be the main northern line of the railway, now open to Chiengmai. The line through the index finger, which should be spread as far as possible from the middle finger, will be the north-eastern line, now open to Korat. The line through the thumb will be the Eastern line, now open to a point about forty-five miles from Bangkok, but under extension to the French frontier at Aranya Pradesa. Instead of two months one now

reaches Chiengmai in twenty-four hours. The great valley of the Menan is thus opened up to commerce and quick travel from end to end. One of the world's richest valleys, it will produce every tropical product in enormous quantities, and awaits only the stimulus of new blood and capital to pour a great flood of foodstuffs, fibers, spices, and fruits into the world's lap and a flood of wealth into Siam.

Korat is now only five hours from Bangkok, and that line is being extended to Ubol. The extension will put the French frontier of Annam at a day's journey from Bangkok opening up the extensive and little-known region of Eastern Siam. The Eastern Line when joined to the projected French lines in Cambodia will bring Saigon into the twenty-four hour range from Bangkok, and the famous ruins of Angkor into less than twelve hours.

A glance at the map will show that the links are being forged in a vast Southeastern Asia Railway system. It is not impossible to anticipate a railway trip from Paris to Singapore via Petrograd, Irkutsk, Peking, Yunnanfu or Hongkong, Hanoi, Korat, Bangkok and Penang; or a real "Orient Express" stopping at Vienna, Constantinople, Bagdad, Karachi, Delhi, Calcutta, Mandalay, Chiengmai, Bangkok and Saigon. Shades of Marco Polo!

Any discussion of Siam should include some mention of religion, which in Siam is a universal, real, and vital part of the life of the people. From His Majesty the King to his humblest subject practically the entire nation is Buddhist. No country has a greater degree of religious tolerance and freedom than Siam. The King himself, though head of the Buddhist hierarchy, gave the land on which the present Protestant Church stands, stipulating in the deed of gift that it was to be used for all time as a site for a church whose services should be for all Protestants regardless of sect. The same King, his late majesty King Chulalongkorn, built a mosque at Bangkok for the Mohammedans, of whom, including Malays and Indian, there are several thousand.

Every Siamese boy is expected to take the yellow robe and begging-bowl and with bare feet and shaven head to lead at least for some months a life of absolute poverty, of monastic seclusion, of study of the Law, of contemplation and self-purification. The effect of such a custom is bound to be great in the after lives of the Siamese men. Perhaps to it is due in part a certain sweetness and gentleness of character, a lack of violent desire for money and the gewgaws of modern life, a philosophical attitude, which traits distinguish the Siamese from all Occidentals and even from most Orientals. It makes him perhaps a less dangerous competitor or adversary, but it makes him surely a more likable friend and neighbor. Many of those who go into the priesthood choose it permanently. There is no more familiar sight in Siam than the groups of yellow robes seen sometimes in the grounds of a "wat," sometimes at a street corner, sometimes on street-cars or trains or boats.

In all parts of Siam there are, according to the latest figures, nearly seven thousand temples and over a hundred and seventy thousand priests. The temples are a sort of social center for the community. The boys come here to school and for play, here are held the fairs and festivals, here the wayfarer can always find shade and a place to rest in the salas built by pious hands in the temple grounds. Aside from the religious field the outstanding work of the temples has been in teaching. A very large part of the Siamese school work has been and is being done through these temple schools which number over two thousand six hundred.

Including these, there are altogether nearly three thousand schools in the Kingdom. Some of the most flourishing are the Mission schools of the Roman Catholic and American Presbyterian Missions which are held in the highest esteem by the authorities and people alike, and are crowded with boys and girls, many of them from the most influential families in the Kingdom. The governmental work of education includes the sending of a large number of students to America and Europe for advanced work. Thus there are now thirty or forty Siamese boys studying engineering at the Massachusetts Institute of Technology, while many are at other American institutions.

The present article may not extend to greater length. Its purpose has been to give an intelligible and sympathetic sketch of the salient facts about Siam as it is today. It makes no claim to exhaustiveness or to profound erudition. Siam will well repay those who can bring both these qualities to their work, but the present writer aims only to show her as a real, living, progressive, and successful country; successful because she has maintained her economic and political independence, has kept out of the debt, has known how to govern and teach her people, has gone far towards blending western civilization into an old Asiatic culture without sacrificing the finest things of either.

吾 之 遲 羅 觀

於而說爲拘
關進其形固
述更執情調
陳已而該論
其子一國以
命生何能反
人雙任何內
國與擇吾之
美象將視欄
之白『彼漠
謬『象』星
荒提及國是
諧僅中若各
誅抑或羅事
一彼印度之
執事在印遑
試三國對誠
吾人此美詳
遑問焉其也

陸上有爲橡之舉
大及國無色道
洲不係此中綠街也
亞人皆京城紅之者
府均鐵穩擾遷闊勝
政平國之驚之八人
妥債全中之屬於引
穩國動場旅美布足
一或舉濟行道密威
有三等經與街店此
並高激界業之小凡
制幣過世商大數有
專金或誠受關無盡
代較業貨未而與應
國幣失口尙有物
歷價工進國店孩物
教幣罷過之商肥之
佛紙無超麗品之目
爲用並貨華金體悅
羅通界口極袒裸巧
退國工出方車字奇
全元且東皮廟凡

固開名加然新拉谷此六達省
坡輪他新口按葛盤自里第積等
加八其或四在至又餘度面比
圖有七外港時潘車羅十緯國雪
地年海道香需拉羣別遜九北羅密
部每兩英盤拉羣洋特抵百南維密
南屬貢而至城南趁界行羅下伯
東丹西國坡京於可邊騎選目刺
洲除往英加來屬晨經乘於又阿
亞道次屬新馬而次可再當交亞
之海一皆自抵島南薩里線相尼
上其船者道可來潘盤千經線文
地理觀開接海內馬抵潭行之一緯辭
悉地端半地口天子日之北分一緯本
惠島屬與之海趣非翌里直百二十紐
閱半法羅頭為南一鐵路度第與
荷來及遜盡較潘攔南乘東北方
人馬洲使其道與就潘可在及萬
吾在歐線為鐵坡潘距亦在約線十
明往航坡乘加倫在間線緯緯二相

屬二十里馬別百產之五太養之十設
 英線五而谷道等間五康種左百車
 達緯百灣盤鐵炭此約南此與五餐
 洋抵一海離初煤等價及油波計車
 度而西此初起等腦頓拉子海谷臥
 印林折繞至湖上來萬哥椰之盤有
 沿山線再折也及與一新造面抵既
 邊經路灣可概灰島達尼製右而時
 海地度海島大木來額達坡見此小
 之內五羅半之錫潑產配加但如六
 薩入十進經羅於若其至新時舍十
 盤折線至而遊富嶺年而而行茅三
 潭後緯而邊皆海○島連岸有時長
 於然北里循固之地西二半之沿而費久
 源百里五更薩羅者在一車經椰車路計
 發三百百境盤還要旺火千萬火數山
 邊計約九二邊潭經重與鉅數希或火
 境程九二邊潭經重與鉅數希或火
 邊計約九二邊潭經重與鉅數希或火
 羅南程南省之潘所最稱之頗元此發
 退潘計後各車十鑛墾萬立有山里自
 之度然來快五錫開十馬大小五備

也。楊聚酒，遶成一有說。也。櫛聲，有櫛聲製之一面之。也。鐵，晚之叫麻內總一方術。也。商，鏗之，與運水等怪。也。產，數明來，夫往郎兒及神。也。財，隻稱飲，及往康的以。也。族，船頗烟聲，小於依的。也。貴，邊民，香，隆小，爭水，鋸。也。之，人，其，隆，小，爭水，鋸。也。府，口，羅，耳，車，造，競，來，織。也。政，港，遼，土，貨，所，相，自，紡。也。市，此，且，吸，小，式，船，燈，節。也。城，萃，於，耳，衣，聞，樣，大，電，儀。也。重，蒼，絕，穿，上，則，時，造，備，電，式。也。最，咸，不，各，上，則，時，造，備，電，式。也。羅，也，聲，問，道，出，等，車，古。也。遜，會，機，席，街，掘，扇，宇，之。也。乃，教，重，舉，樂，內，電，殿，廟。也。谷，也，起，之，其，填，燈，有，之，戲。也。盤，藝，聲，會，極，及，電，面，大。也。工，車，餐，而，埃，有，方，高，跳。

頭也進部萬千之蓋時雨星花對
 衛生部萬千之蓋時雨星花對
 進也進部萬千之蓋時雨星花對
 維京之城中現居民六十萬皇宮也廟宇蓮河也碼
 羅學口校醫院皆具而之至行政教水論盤公衆
 京學口校醫院皆具而之至行行政教水論盤公衆
 維京之城中現居民六十萬皇宮也廟宇蓮河也碼
 羅學口校醫院皆具而之至行行政教水論盤公衆
 進也進部萬千之蓋時雨星花對
 衛生部萬千之蓋時雨星花對
 進也進部萬千之蓋時雨星花對
 維京之城中現居民六十萬皇宮也廟宇蓮河也碼
 羅學口校醫院皆具而之至行行政教水論盤公衆

貨超丹羅員工人
口竟法滬人勞國
也進數英外界與中
義餘其係要政族之
可十等皆重係貴羅
是五石店最半卽選
條店實商三物兩生
有商膠各三物兩生
非有樹口中人分爲
井共栗出丹要可將
不城麻而英主民大
莫全米坡除其人民
權點如加營以羅如
職心口貨新經淡遊闕
行務出南度人冷概付
下商元潘印及較乎尙
部國萬經及業商會織
其全十係日商人社組
治爲六錫中於暇等種
織谷達口意對何中種
式盤年進瑞則有若雜

美國仍
美羅
者遜
異於
足關
最人
鉅美
之豈
元彼
萬在
千公
六平
達分
既有
年設
每未
額曾
口數
進銀
羅司
進公
各祇

隔約今轉米於他
阻大廠洲蓋倍以
之百米歐頓四和
洲近各由萬三有
砂廠至再十實甚
因有地歐百其亞
然岸內度一源於者
口河自印達財名出
港此粒蘭當一著售
之沿米錫量唯素價
美口載坡數其佳米
完進滿加料為味羅
最便船新預料氣潔
稱隻未小日米物大照
可船時至洲之食米而
之尺設立運美大且等
谷五入米及南羅貨次
盤十國各巴爲出產
近水由古特種出
吃皆歲至非別國

出三林也議運則盤二
便少隻船可海部自時
俾費小也隻遼兩不須久
段須大船船可東鐵道里
成上好游式亦在藉十期
鋸船殊各亦在藉十期
栗至綴艦內千賴非五三
麻運景運時五是則百三
將山中也不萬道林四須
廠各河船半七水叢約尚
木方間關在十惟若落界
鉅北此也達通至城邊
尙有之便米商船數交之京再
無百里不米商船數交之京再
廠數百可輪也大之盤力方
米廠數百可輪也大之盤力
除盤之小火船盤昔或羅星
岸距年也支冊於考馬通三
沿河自十板也駐要車正高
口然或舢舨查重牛至
年立漕艇見之以谷月

河與手指者至屬時南克方谷
連羅開食月蘭法費東依東盤
而逆張路二高自谷大蘭乘滿
輒於頭幹須自來盤極合或正
之千福指之昔矣將至一老坡太
車二造將滿滿矣將至一老坡太
至車之而正上通商鮑路造偏新
汽道而上通商鮑路造偏新
有鐵台即盤開至延路北而嚇
現矣於端自已延貢鐵經處而也
谷峻右之路谷正西各道等台事
盤完左指東山刻自圖鐵南丁之
良造置中即南路足自羅象潘丁
改製人腕大則此日遲巴蘭君辦
加已試至指米且日遲巴蘭君辦
大皆吾人腕大則此日遲巴蘭君辦
刻鐵道同自北如小時縱來高也始
形處鐵盤之已須谷小時將港維未
情各初表蘭口祇盤四道南車處
情各初表蘭口祇盤四道南車處
高極及最代高三現至十雲雲快等
此橋標洲可通需谷南二洲克別貢
上此橋標洲可通需谷南二洲克別貢

逆特以孩足風及廟中在育理羅國部門不
 漏其徒小其種乏有國皆教辦爲大專亦
 遺尤教羅赤此缺共點慶爲學校者半送業內
 可由新逆須心之地心節務學善大升工學
 教不自給谷富清坐財羅之商場職宇最生須省大
 教信然盤盤貧坐財羅之商場職宇最生須省大
 宗信而首堂無靜善書集歇息主廟辦學尙麻而
 之而佛教之教並學和也會此外六其會子之
 逆佛回見學和者社至務千千教內查人
 及信佛一多法性成爲咸事二三之國問十
 論皆爲建屬習品養實客教此校立育學四
 略國雖徒最研其俗宇旅客教此校立育學四
 約全康教上須係風廟玩理皆有派除高有
 既民龍回車並有關萬其游辦業共老任求學
 俗平拉爲舟食有此萬或七學廟育全國長責國
 風及王地中乞頗或七學廟育全國長責國
 情下朱地乞頗或七學廟育全國長責國
 人皇羅之街各青之師此以半各及女歐之
 自君遙堂服向羅家牧來自大述教子至業也
 羅上昔教黃髮逆羅千皆行內上主族生肄人
 逆出處造穿其於哲七孩舉國運天貴學校其
 羅建須蒙俗其宇小此蓋焉馬中份學乏

僅保持古
克保方亞
究能之民
國以人傳
羅國導歷
進之教代
述盛管理
窮興管其
欲而知犧
不步累牲
並進債稍
者潑無不
終活立點
告眞獨佳
此一治之
就乃政治
述羅政文
敘進及洋
簫示經濟
本表經西
欲其採文

Men and Events

Mr. V. Meyer, president of Andersen, Meyer and Co., returned to Shanghai on Tuesday of this week from a brief vacation in Weihaiwai.

Mr. A.B. Carlton, United States Consul at Amoy, arrived from Seattle on the *President Grant* last Saturday en route to resume charge of the consulate.

The Standard Oil Company at Harbin has received a contract to pave one of Harbin's streets with asphalt. It is the first street to be paved with asphalt in the Northern city.

Mr. Charles Perkes of the Robert Dollar Company who has been in the South for the past two months in his company's interests, returned to Shanghai on the *Korea Maru*.

Mr. D. G. Brown of the British-American Tobacco Company, was in Shanghai during the week, en route to Hankow to which station he has been transferred from Tsingtao.

Mrs. Tornroth, wife of Captain W. Tornroth of the *s.s. Alice Dollar* who was injured by steel splinters when the Chinese ruffian soldiers boarded the ship, arrived in Shanghai on the *Loong two* and has been at the Palace Hotel.

R. C. Patterson, Jr. formerly connected with the E. I. Dupont de Nemours Company, but now a director in the Peacock Motion Picture Corporation of 36 West 44 Street, New York and 116 Sinza Road, Shanghai, expects to return to China early next year.

Miss Margaret Powell of the editorial staff of the *Review* accompanied by Miss Lucile Douglas of the *Shanghai Times* is taking a trip through the Yangtze Gorges to Chungking and return on the steamer *Alice Dollar*. They expect to return to Shanghai about September 15.

A daughter, Elizabeth Carolyne, was born to Mr. and Mrs. Claude C. Foulk of Peking on August 16. Mr. Foulk is connected with the head office of the Chinese American Bank of Commerce in Peking, but he and Mrs. Foulk expect soon to make their home in Shanghai owing to the removal of the head office of the bank to this city.

Dr. Julian Petit and Dr. Ruth Leonard announce the removal of offices to the 8th floor, Dollar building.

The First National Bank of Boston, which has interests in the Far East, recently has opened a branch bank at Havana, Cuba, for the purpose of transacting business between Cuba and the United States. Charles F. Weed, vice president of the bank, spent several weeks in China investigating conditions here in 1920.

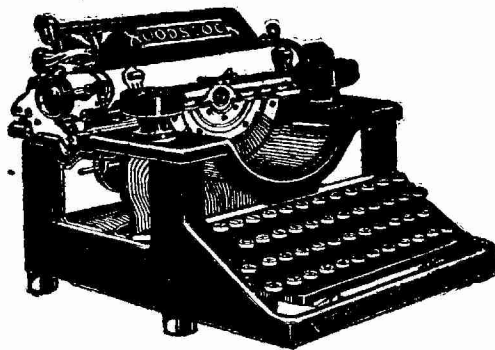
Han Yih Tsang, of Ichang, Hupeh province, a student at Columbia University, New York City, was awarded a scholarship in mathematics for this year. The scholarship amounts to G. \$240. Matsuyo Takizawa, of Daiku-cho, Utsunomiya, Japan received a scholarship for the same amount in the study of economics.

Dr. Schurman, the American Minister, expected to leave Peking last Wednesday, for a visit to the American Consulate at Harbin. Of the 20 American Consulates in China he has already visited 18—some of them more than once—and of the remaining two, one, Harbin, he proposes to visit now, and the other, Yunnanfu, as soon as circumstances will permit.

J. H. Patton, an attorney of Washington, D. C., arrived in Shanghai last week accompanied by Mrs. Patton on a tour of the Far East. They departed for South China and the Philippines on the *s.s. President Grant* of the Admiral Line. Mr. and Mrs. Patton came as far as the Hawaiian Islands with the recent Congressional committee that visited Honolulu.

A prominent local Chinese journalist, Mr. Pei Kuo-hung, passed away at St. Luke's Hospital on August 25, as a result of an attack of typhoid. Mr. Pei was formerly a member of the staff of the *Shanghai Journal of Commerce*, later resigning to become secretary of the Chinese Chamber of Commerce Museum. Literary work, however, attracted him and he returned once more to journalism serving the *Shunpao* up to the time of his death.

The theory that mammalian life of Europe and America originated in central Asia is further established by reports received from Roy Chapman Andrews, leader of the Third Asiatic Expedition of the American Museum of Natural History. Mr. Andrews sent word from the border of the Gobi Desert, Mongolia, that abundant deposits of pre-historic bones have been found during the first month's exploration. One find was the bones of dinosaurs believed to be five million years old. Mr. Andrews estimates it will take a hundred years of expeditions to explore adequately the fossil fields of Mongolia.



It Thrives on HARD WORK

The WOODSTOCK Typewriter is constructed for hard work. It possesses uncommon enduring powers because of its sturdy construction, and simplification of parts. Under strenuous work in high-speed business offices, it bears up under the strain day in and day out for long periods of time. You ought to standardize with The WOODSTOCK for efficiency and economy. Ask for the FACTS.

Business Equipment Corporation

83 Szechuen Road

Tel. C-83

PUNG WO

Also Known as

Mah Chang	Mah Cheuk
Mah Jongg	Mah Juck
Mah Diao	Pung Chow
Mah Choh	Pe Ling

Game of a Hundred Intelligences

The Royal Game of China

A Game for Young and Old

Largest Manufacturer of Chinese Dominoes

Mei Ren Co., Inc.

4 Canton Road
SHANGHAI

179 Summer St.
BOSTON, MASS.

RETAIL DEPARTMENT

"LA CHAMP"

17 Nanking Road, Shanghai

FREYN, BRASSERT and COMPANY

Consulting and Construction Engineers

**Blast Furnace Plants
Steel Works
Rolling Mills
Power Plants
Raw Material Investigation
Appraisals and Reporting**

Head Office:
CHICAGO,
U. S. A.

Cable:
FREYN
Chicago



London Office:
38 Victoria St.,
Westminster

Cable:
VILVALLE
London

News from Central China

P. S. Heintzleman, American Consul General, left Hankow last Wednesday for Kuling where he will spend about ten days holiday with his family.

Reports from Tayeh state that the new smelting plant located on the river bank is working with highly satisfactory results. It turns out about 420 tons of pig iron a day.

M. L. Toel, of Hankow, a graduate of New York University has joined the wood oil division of the Fu Chung Corporation in Hankow, being stationed at seven-mile-creek.

C. A. Rao, Secretary of the Hankow Y. M. C. A. has just returned from an extensive trip to the United States studying Y. M. C. A. Boys' work there. He returned to China via Europe.

Miss M. C. Powell, of the *China Weekly Review*, accompanied by Miss Lucille Douglass of the *Shanghai Times*, Shanghai, visited in Hankow last Monday on her way to the Yangtze gorges on a sightseeing trip.

Clark H. Getts, representing the *New York World* and several other newspapers, arrived in Hankow yesterday morning after having made an extensive tour into Szechuan. He left last night for Shanghai on the *U.S. Tucker*.

Another quantity of the old cash notes of the Hupeh Provincial Bank will be destroyed by fire as new notes have been issued to take their place. Representatives of various circles, have been invited to supervise the burning.

Governor Chao Heng-ti in Changsha is practically at the point of surrender, according to a leading merchant of the Changsha Chamber of Commerce who has arrived in Hankow. The Kuomintang forces are threatening him.

The Ministry of Communications has informed local Chinese authorities that hereafter no Chinese steamer will be permitted to fly foreign flags on the Yangtze River regardless of conditions. In times of extreme danger, however, the Red Cross flag may be hoisted.

The Inspectorate-General of Hupeh and Hunan has announced the establishment of a Sericultural Bureau for the breeding of silk worms. It is also learned that a special committee is to be appointed by the Chief of Staff to direct the study of electricity by the officers and soldiers.

The Wuhu General Hospital was completely burned down on August 17. As far as is known the fire was caused by a defective chimney. There were seventy patients in the hospital when the fire broke out, but they were all conveyed to places of safety and no lives were lost. The building was entirely destroyed.

The Wuchang government has closed a contract to repair the city wall of Wuchang and the work will begin in September. The proposal has been thoroughly discussed by the Provincial Assembly, and it was considered necessary to keep the city wall of the provincial capital in good condition.

Father L. Arrieta, of the Roman Catholic Mission at Sinyangchow, Honan, has returned to Hankow to report on the negotiations with the bandits at Tungpeh for the release of Father P. A. Melotto. He has interviewed the Tuchun of Wuchang, whom he strongly urged to take effective steps to have Father Melotto liberated.

The case of the military demand by Wu Pei-fu from the Szechuan Railroad Company resulting in the attempted arrest of Director Chang Tai-kai in the French Concession is reported to have been amicably settled. The Railroad directors have escaped to the foreign concessions in Shanghai, so as to insure their safety from military intimidation.

The Italian Church at Tszchuan was destroyed by bandits in the Tsaoshih district, and Father Lella had a narrow escape from the brigands, according to a telegram from Bishop Ricci of Laohokow to the local Italian Consul, Cav G. Ros. No particulars of the damage have been received, but it is confirmed that Father Lella escaped.

A strict censorship on press telegrams is being instituted by the military authorities, a special office of censors appointed by the Tuchun having been attached to the Hankow Telegraph Administration. Press wires are closely scrutinized, and news which may create "unfavorable" impression regarding the military authorities are suppressed.

An attack by bandits is reported from a place called Yuintang, about 40 li this side of Yochow. Some three hundred brigands attacked a number of lumbermen. The band was armed with knives and spears. Three of the lumbermen were killed and thirteen wounded. Some of the wounded have been taken to the American Church Mission Hospital at Wuchang.



ASIA DEVELOPMENT CO., LIMITED.

司公業建洲亞

ENGINEERS AND CONTRACTORS

SHANGHAI, CHINA

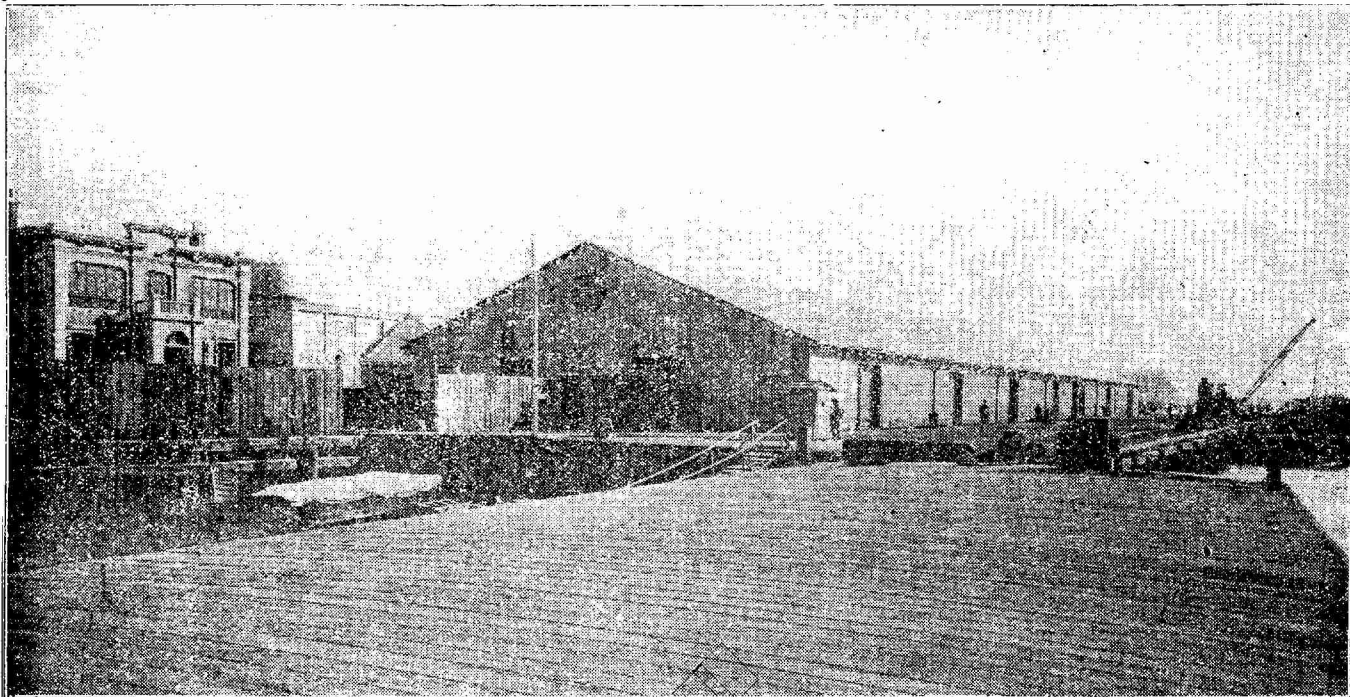
3 Canton Road, 6th floor

Tel: Central 6316

CONSTRUCTORS OF—

Railways, Port Developments, Electric Railways, Tramlines, Buildings, Industrial Plants, Power Plants, Waterworks, Bridges, Foundations and general developments of all kinds.

Dollar Wharf and Godowns For Cargo Safety, and Quick Dispatch



View showing large cargo liner discharging at Dollar Pei Lien Chien Wharf and Fireproof Concrete Go-downs, Shanghai

TO the conservative business houses who desire modern up-to-date storage facilities, the Dollar Pei Lien Chien Wharf and Godowns are most attractive.

The fireproof construction of the several re-enforced godowns, assures a low rate of insurance, as well as safety of cargo stored therein.

Dollar Pei Lien Chien Wharf is equipped with all modern equipment for rapid handling of freights, which makes possible the giving of steamers berthing at the wharf, excellent dispatch.

The Dollar Line of steamers are maintaining regular schedules from Oriental ports to Boston and New York via Suez Canal, in a round-the-world service, in addition to a regular Trans-Pacific service to San Francisco, Seattle and Vancouver. Rates and information on application.

✓ THE ROBERT DOLLAR Co.

ROBERT DOLLAR BUILDING, 3 CANTON ROAD
SHANGHAI, CHINA.

BRANCH ORIENTAL OFFICES

HANKOW — TIENTSIN — PEKING — NANKING — KOBE — HONGKONG — MANILA — SINGAPORE
ICHANG — CHUNGKING — CALCUTTA



TEXACO CYLINDER OILS

A grade for every condition of heat, pressure, character of water, speed, etc.

TEXACO ENGINE OILS

TEXACO TURBINE OILS

TEXACO MOTOR and GENERATOR
LUBRICANTS

TEXACO
AUTOMOBILE LUBRICANTS

TEXACO
DIESEL ENGINE OILS

TEXACO
REFRIGERATING MACHINE OILS

TEXACO MACHINE OILS

TEXACO CUTTING OILS

TEXACO
GREASES FOR ALL PURPOSES

TEXACO THUBAN COMPOUND

A lubricant for the gears of transmissions and differentials of automobiles and motor trucks, and for other light, fast-running, enclosed gears.

TEXACO CRATER COMPOUND

A heavy mineral lubricant for lubricating heavy gears, wire rope, chains, etc.

TEXACO ROOFING

TEXACO ASPHALTS

We shall be glad, at all times, to answer any question relating to the use or application of lubricants, and we would thank you to address inquiries to our nearest district office.

THE TEXAS COMPANY

Petroleum Products

Shanghai	Tsingtau	Hongkong
Chinkiang	Tientsin	Canton
Nanking	Dairen	Swatow
Wuhu	Mukden	Amoy
Hankow	Chemulpo	Foochow

"There is a Texaco Lubricant for every purpose."

The Hupeh Cigarette Tax Bureau has notified the local police that street hawkers of cigarettes in the Wuhan district shall be required to pay an annual tax of \$1 and \$2 per year, the tax also applying to hawkers' stands on the streets. The Bureau states that since the sanction of the Peking Wine and Tobacco Bureau has been received, the police authorities should cooperate with the tax bureau in putting the order into effect.

Mr. Ariel Varges of the International News Reel Corporation, New York, has stopped over on his voyage to the Upper Yangtze. He is now visiting Ichang and Chungking taking motion picture films for the International Newsreel Corporation. He carries a letter of introduction from Wu Pei-fu to Yang Shen. The films are first sent to America for development and will be returned to China in about three months.

Several foreign Mission members have been trying to go to Tsaoshih to investigate the damage resulting from the recent bandit raid. Father McHugh of the St. Columban's Mission has just returned from an unsuccessful attempt to go to Tsaoshih by the Han River route. The Rev. F. G. Onley and Dr. E. Wills of the London Mission are on their way to Tsaoshih by the Siaokan route, but no news has been received as to results of their journey.

The provincial government bank of Honan at Kaifeng has made arrangements to open a branch in Hankow with a view to floating their bank notes in this center. The head-office of the bank is in Kaifeng, Honan, and its capitalization is claimed to be \$5,000,000 with one fourth paid-up. The Kaifeng office was opened only recently, and the bank claims that plans have been made to branch out to Peking, Tientsin, Shanghai, Chengchow, and Chiao-tso.

When the Japanese steamer *Talec* arrived in port, the Customs officials made a thorough search of the ship, as advance information had been received that a Japanese arms-smuggler was carrying contraband to Hankow on the vessel. The alleged Japanese smuggler had escaped, but two Chinese were arrested in possession of several revolvers and a small quantity of ammunition. The Chinese pleaded that they were doing this under the direction of a Japanese, and they were handed over to the Japanese Consulate for further inquiry.

Adjutant Liu Siang-ting, the official responsible for the outrage on the steamer *Alice Dollar* at Ichang on July 31, has been sentenced by the Martial Court of Wuchang, after trial and examination, to a term of imprisonment of four years and eleven months and complete disfranchisement for ten years. This sentence, classified as the Third Class Limited Imprisonment, represents the heaviest punishment for the crime in accordance with Article 313 of the Criminal Law. It is understood that the punishment is not considered satisfactory by the American authorities.

The Thirty-eighth Destroyer Division, U. S. Asiatic Fleet, will arrive at Hankow about October 1, and depart October 10. The names of the vessels of this Division together with the names of the present commanding officers are as follows: U. S. S. *Tracy*, No. 214, Commander W. A. Glassford, (Division Commander); U. S. S. *Smith Thompson*, No. 212-Lt-Comdr. V. L. Kirkman; U. S. S. *Barker*, No. 213-Lt-Comdr. W. D. Chandler; U. S. S. *Borie*, No. 215-Lt-Comdr. L. C. Scheibla; U. S. S. *John D. Edwards*, No. 216-Commander W. H. Lee; U. S. S. *Whipple*, No. 217-Commander O. J. Fletcher.

Wu Pei-fu has wired Tsao Kun urging the necessity of sending military aid to Hunan in connection with the serious situation there. It is feared that if nothing is done Tschun Chao Heng-ti will be ousted by Tan Yen-kai. Wu Pei-fu recommends the appointment of the commander of the twenty-first mixed brigade of Hupeh as chief commander of the northern expeditionary force to have its headquarters at Yochow and to be withdrawn as Tan Yen-kai has been defeated. It is pointed out by Wu Pei-fu that Hunan must be kept as a buffer state between the Chihli and Kuomintang factions. Instructions have been issued to Hsiao Yao-nan to render every possible military aid to Chiao Heng-ti.

General Wu Pei-fu has wired to the government urging that the Salt Inspectorate at Tzeliuching, Szechuan Province, should be instructed by the Chief Inspector of the Inspectorate in Peking to remit the sum of four hundred thousand dollars every month for apportionment amongst Generals Yuan Chuming, Wang Ju-chin and Yang Sen, otherwise the Loyang Warlord claims that the commanders may be forced to adopt their own course of action with the salt officials. The government is consulting Sir Wilton about the matter. The northern commander complains that when the "rebel" Generals Liu Cheng-hsun and Hsiung Keh-wu were in power at Chungking, the Tseliuching inspectorate allowed them the salt surplus quite freely.

HANKOW, August 25, 1923.

P. S. T.

TOURIST SHOPPING GUIDE

Mail Orders Promptly Attended

The Shanghai Lace House

HIP SENG Co.

21 Nanking Road

Designers and Manufacturers

LACES and ART EMBROIDERIES

QUALITY—without the penalty
of a High Price

FURS & SILKS

LAOU KIU CHWANG

128P Nanking Road

WALK-OVER SHOES

for Men and Women

Footwear for all Occasions,
possessing Style, Quality
and Comfort

Walk-Over Shoe Store

24 Nanking Road, Shanghai

BEST FOR SILKS

LAOU KIU LUEN

P424 Nanking Road

CHINA HANDWORK CO.

Drawn-work, Em-
broidery, Silk Goods,
Laces, Mandarin
Costumes, Novelties

17 Nanking Road

(next to Watson's Dispensary)

FIRST IN PHOTOGRAPHY

*Supplies, Developing
Printing, Enlarging
and Portraiture*

BURR PHOTO CO.

9 Broadway

Opposite Astor House

JEWELRY & CURIOS

*Diamonds, Pearls, Jades,
Wrist Watches*

TUCK CHANG & CO.

67 Broadway

Color Cross-stitch,
Embroidery, Swatow
Drawn-work, Laces
and Beads

CHI CHANG CO.

1297 Broadway

**HAND-MADE DRAWN-WORK
LACES, EMBROIDERIES**

SENG CHUN & CO.

A1295 Broadway

Capt Jensen of President Grant Fined for Speeding on High Seas

The distinction of being the only commander to be suspended and fined for speeding on the high seas, falls on the shoulder of Captain M. M. (Mike) Jensen of the Admiral Liner *President Grant*.

When he dashed across the Pacific from Yokohama in nine days, one hour and forty-five minutes, he lowered all previous records—but he pried himself loose from a job, temporarily.

And then it became known to the public for the first time that there are speed laws on the Pacific, just like there are on the highways of the land.

The Shipping Board had issued orders that none of its ships could exceed 17 1/2 knots an hour. Jensen urged his ship at 21 knots. And 60 days, suspension resulted.

The *President Grant* was steaming out of a Japanese port. A foreign flag on a rival line, bound for Vancouver, B. C., came alongside. Tauntingly, its band played, "Where Shall We Meet Again?"

The rival nosed ahead. A bell clanged in the engine room of the *President Grant*. Jensen, on the bridge, watched.

The American vessel spurred, and the foreign steamer did not pass again.

When he was reinstated he went right out and broke his previous record—this time legally. For the Shipping Board raised the speed limit when the incident of the rival and the taunting band became known. (*Nea Service*).

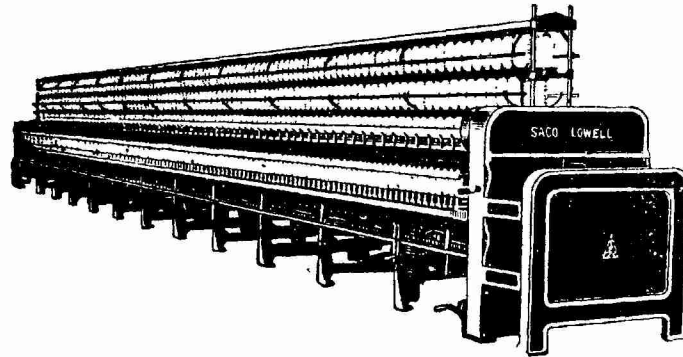
Americans Becoming Interested in Chinese Jade

The discriminating American public including the better posted jewelers, are beginning to appreciate the value of fine Chinese jade according to a recent article in the *New York Times*. This value, according to a prominent jade importer, is twofold, being based not only on the intrinsic value of the jade, but on its great beauty. For centuries, the importer said yesterday, it has been the inspiration of the Chinese poets, and no gem is as highly prized in China as the "yu shih," or jade stone.

"The commercial value of fine jade has been advancing for some years by leaps and bounds," the importer continued. "The loot from the Summer Palace contained much fine jade, and the gem lovers of the Occident have gradually come to compete with the Chinese for possession of the better grades of the stone, until at present the demand for gem pieces far exceeds the supply. A letter received recently from one of our Chinese correspondents reads, in part, as follows:

"The jade market in China is very lively. A little less than \$1,000,000 worth of jade blocks has been bought by cutters this year. Three necklaces have been sold here for \$60,000, the best one among these three costing \$30,000. Jade balls of 15mm. (9-16 of an inch) diameter, are sold at \$1,500 each. We have on hand a ball of 16mm. (5/8 of an inch) which will sell for over \$4,000. This is one of the best ever cut."

"A price of \$30,000 wholesale, in China, for a jade necklace probably no larger in size than a pearl necklace of the same value will probably stagger many dealers who are not posted on the values of jade, as well as the public at large. To the jade-buying public and the jewelers from whom they buy, however, it will not be surprising."



SACO-LOWELL SHOPS

Manufacturers of

Textile Machinery

Complete equipment—from Opening and Picking through
Spinning, Twisting and Warp Preparatory Machinery

Andersen, Meyer & Co., Ltd.

Exclusive Agents for China

Shanghai



Outports

News from North China

The national conference of the educational associations in China has been holding meetings during this week in Tsing-hua College, Peking.

As the three months' time limit in which a new president must be elected by the parliament is nearly ended, it has been proposed by a part of the Members of the Parliament to organize an election preparation before or on September 3. The election is to take place on October 10. But the opinion is much divided among the members.

The credit of the government which was greatly affected by the stoppage of payment of the copper notes a week ago is still unrepaired. Many rickshaw coolies and other laborers refuse to accept notes and coppers are still at a premium. Moreover, the general post offices have proclaimed the new rule that each ten cent subsidiary silver coin can only buy nine cents of stamps. A dollar can still purchase 100 cents.

Following the assumption of office by Chang Hu, the financial condition is still precarious but has aroused new demands from other ministries for salaries. The members of the ministry of Education two days ago stormed the Ministry of Finance and vice-Minister Shen was marooned in a small room until about 2 o'clock. It is reported that no schools and universities can resume school in September.

A detailed account is given in all newspapers here regarding the escape of General Wu Pei-fu from being drowned in Loyang River. As he went out with several attaches on a supervision trip to Loyang Bridge which he built with his own soldiers he was encountered by a sudden deluge. He and his attaches escaped the flood by hurrying to a high hill which was later surrounded by water. He was not rescued until the next morning.

This week has been a special theatrical week. A group of American actors and actresses under the name of International Stars, including Effie Burton, a dramatic soprano from the Chicago Grand Opera Co., Dainty Amie Maynard, a classical dancer, and Clifford Adams, a musician, performed at the Peking Pavilion during the first three nights of the week. On the 7th day of the 7th moon, a Chinese festival, Mei Lang-fang also gave a special opera for that day which has aroused so much interest among foreign residents in Peking that they have requested Mei Lang-fang to play again

at the Chengkwong Theatre this Saturday

Opposition has been aroused in both Chinese and foreign circles to the proposed foreign officered railway police which is one of the demands of the Diplomatic Corps from the Chinese government. Dr. John C. Ferguson sent a note to Minister Wellington Koo to be recommended to the Cabinet setting out the reason why the responsibility as to the safety of the railways should be put on the military authorities of the provinces rather than the special police. The *Peking Leader*, the *Peking Daily News* and a number of other papers raised a big protest against the British who are the initiators in the movement to control China's railways.

Peking, August 25, 1923

P. Y. C.

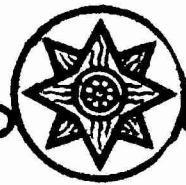
Rockefeller Foundation Review for 1922

A pamphlet reviewing the work of the Rockefeller foundation and the accomplishments of the first decade of its existence has been written by George E. Vincent, president of the Foundation. The text deals first with a brief history of the growth of medical science, concluding with the efforts made by the Foundation in furthering it. Activities in many parts of the globe are illustrated.

The institution spent \$15,911,408 in 1922, and from its beginning, May 22, 1913 to the end of 1922, \$76,757,040. Of those amounts, China has received a most liberal share.

Ex-Vice President Marshall Contender for Bok Prize

The recent offer of Edward Bok of Philadelphia to award \$100,000 to the author of "the best practicable plan by which the United States may co-operate with other nations for the achievement and preservation of world peace" has brought from Thomas R. Marshall, former Vice-President of the United States, a suggestion that "the United States propose to the several nations of the world that the organic law of every civilized people shall be so altered as to provide that no war shall ever be waged until after the question of the waging thereof has been submitted to a referendum of all men and women above 18 years of age, and not then until 60 days have expired after the announcement of the result of the referendum." Mr. Bok's offer was made known July 1. Mr. Marshall's proposal was contained in a letter to Mr. Bok under date of July 9.



LIKE A
LANDMARK
 DIGNIFIED BY YEARS OF SERVICE
 THE
"CAPSTAN"
 LABEL
 HAS BEEN A DIRECTING SIGN
 TO
 DISCRIMINATING SMOKERS



This advertisement is owned by the British American Tobacco Co. (China), Ltd.



"There's
something
about them
you'll like~"

**Herbert
Tareyton**
London Cigarettes

Twenty to
the package

The Week in the Far East

(Covering the Period from Wednesday, Aug. 22 to
Wednesday, August 29, 1923.)

China has been ominously quiet during the past few days, that is, in comparison with events which have been occurring here weekly for the past three or four months. The most important event of the week in the Far East, and a most regrettable one, was the death of Japan's prime minister, Baron Tomosaburo Kato.



Late Japanese Premier, Baron Kato

Baron Kato passed away on August 24 precipitating a keen political situation.

An impressive funeral was held for the late premier on the 28th. His successor, Gombei Yamamoto was born in October 1852; studied at the Shoheiko and Kaiseijo, both government schools, in 1869; and graduated from the Naval Academy 1877. He fought in the war of the Restoration on the Imperial side; was on board the cruiser *Tsukuba* during the Formosan Expedition as a cadet; was appointed Sub. Lieutenant after the Expedition; made a voyage round the world on board a German warship; was one of the Commissioners sent to England to bring home the cruiser *Naniwa* built there, 1885.

He became a Rear-Admiral in 1895; Minister of the Navy, 1898-1899; Admiral, 1904; despatched to England and America in the suite of Prince Fushimi, 1907; served in the Russo-Japanese War; formed the Yamamoto Cabinet in February, 1913, but resigned his post, April, 1914.

China's Finances

China's financial maneuvers form the interesting part of the week's news developments. Chang Hu, the new finance minister, is smothered in work but appears to be successful to the extent of keeping disorder from non-payment in check, with the exception of a strike by the ministry of the interior clerks and the resignations of student supervisors in Europe and America. He early announced that the Peking police and the schools would receive first attention and would be provided for for the next six months.

Minister Chang has spent most of his time in Tientsin, but not without result. Bankers having turned him down on a loan of \$1,300,000 promised if he would take the portfolio. Chang went to Tientsin for three days, whence he returned, according to report, with three-quarters of a million cash.

It is reported that through the good offices of Dr. Wellington Koo, a loan of £5,000,000 has been negotiated with the Crisp group in London. Chihli province is also supposed to have reached a loan agreement for £1,250,000 with British, French, Italian and Belgian capitalists with the Tsungchow-Shichiaichuang railway as guarantee.

Dr. W. W. Yen, chief of the financial readjustment commission, during the week, cabled the inspector general of maritime customs, Sir Francis Aglen, now in England, to return to China as soon as possible.

Subsidiary coins in the northern provinces, which have been accepted at face value for several years, are now being

Pacific Mail Steamship Co.

"Sunshine Belt"

Trans-Pacific Service

San Francisco—Honolulu—Yokohama—Kobe
Shanghai—Manila—Hongkong

New palatial steamers—

"PRESIDENT CLEVELAND"

"PRESIDENT WILSON"

"PRESIDENT LINCOLN"

"PRESIDENT TAFT"

"PRESIDENT PIERCE"

Displacement 21,167 tons, length 535 feet, beam 72 feet.

SAILINGS EVERY 14 DAYS

For information regarding freight or passage apply to company's agents at all ports or to Thos. Cook & Son or American Express Co.

Pacific Mail Steamship Company

Managing Agents U. S. Shipping Board

B. C. Haile—General Agent

18 Nanjing Road

Shanghai

Tel. C. 5056-5057

Cable address—SOLANO

WHAT DO YOU KNOW ABOUT THE MEN OF AFFAIRS IN CHINA TODAY ?

Do you know the names of the leading bankers, the men who operate the cotton and flour mills, the men who are interested in conservancy and flood prevention, the men who are trying to reorganize China educationally, the leading military governors or *tuchuns*, members of the various cabinets in recent years?

For example do these names suggest anything to your mind?

H. Y. Moh	Alfred Sze	Y. T. Tsur	Tang Shao-yi
Li Yuan-hung	Hsiung Hsi Ling	Tsai Yuan-pei	Tuan Chi-jui
Fong F. Sec	Chang Tai Yen	David Yui	Sun Yat Sen
P. W. Kuo	Wellington Koo	W. W. Yen	C. C. Nieh
Li Ming	Wang Chung-hui	C. T. Wang	Hwang Fu
K. P. Chen	Sung Han-chang	Liang Shih-yi	Kan Yu-we
Che Shih-yuan	Lu Yung-hsiang	Tsao Kun	Wu Pei-fu

These twenty-eight names represent individuals who are fairly well known, but outside of their names what do you know about them—about their educations—official life—present addresses—age—and so on. The next edition of

Who's Who in China

will give you just the information which you desire regarding these men and also the biographies and pictures of about 500 additional men who are active in the present day affairs of the Republic of China.

If you are interested in China, are engaged in business in the Far East, engaged in missionary or teaching enterprises you can't afford to be without one of these books.

The third edition which is now in preparation for publication will contain approximately 500 pages with illustrations printed on a good grade of book paper and suitably bound for office and library use.

Orders must be placed in advance

Prices: Imitation Leather, \$5—Clothboard binding \$4,

Note: If you are a subscriber to the WEEKLY REVIEW deduct \$1 from the above prices.

Fill out this blank and mail today

The China Weekly Review

Millard Publishing Company

No. 4 Avenue Edward VII Shanghai.

Please send to the undersigned.....copies of WHO'S WHO IN CHINA in.....binding.

Signed.....

Address

Orders may be placed with la hi BRAIRIE FRANCAISE
PEKING: Grand Hotel de Peking Tientsin: 71, Rue and France.

Asia Banking Corporation

美 國 友 誼 銀 行
Capital, Fully Paid.....G. \$4,000,000

An American bank rendering complete service for trade with the Orient and all other parts of the world

HEAD OFFICE: 35 Broadway, NEW YORK

HEAD OFFICE FOR THE ORIENT

SHANGHAI

G. A. TISDALL R. BUCHAN

General Manager in the Orient

Manager

Corner of Kiukiang & Kiangse Roads

Telephone Central 1324

This Bank is a depository of the United States Government and is therefore prepared to cash *unregistered* War Savings Certificates of the 1918 Series.

BRANCHES

SHANGHAI	HANKOW	YOKOHAMA
CANTON	MANILA	TIENTSIN
HONGKONG	PEKING	SAN FRANCISCO

The Ault & Wiborg China Co.

37 Canton Road, Shanghai

Factories & Headquarters in Cincinnati, Ohio, U. S. A.

Established 1878

MANUFACTURERS OF

Printing & Lithographic Inks
Dry Colors
Aniline Dyes
Enamels, Paints & Varnishes
Typewriter Ribbons & Carbon Papers
Writing Fluids

DEALERS IN

Printing & Lithographic Machinery of every description
Papers of all kinds
Headquarters in China for supplying every need of Lithographic or Printing shops
Foreign experts in all above lines will give you advice at anytime without obligation on your part.

Branch houses carrying stocks at Canton, Hongkong, Hankow, Tientsin and Manila.

discounted through government chicanery. These coins were supposed to be backed up with silver reserves to maintain face value, but it is thought that the reserves have been spirited away.

Effect of Commerce Ministry Strike

"Officials of the Ministry of Agriculture and Commerce went on strike in a body shortly after the political coup when they had repeatedly applied to the Finance Ministry for their overdue salary, in vain. As a result, only 11 cases, about 15 percent of the usual monthly quota, were dealt with by that Ministry during the month of July," says the *"Shanghai Journal of Commerce."* Petitions in reference to the payment of a reduced tax, exemption from tax, or taxation by the favourable scale on machine-made articles of a foreign pattern, have been pigeonholed; while petitions for mining permits submitted by mine owners, it has been semi-officially admitted, have all been held up since June last. The mine owners or operators have been kept in suspense, their petitions neither granted nor rejected.

"As the development of our industries is still in infancy, and most of our people still lack self-confidence to take the initiative in anything they do, government advice and instruction are eagerly sought and, if possible, scrupulously followed. The latest political episode at Peking at the expense of President Li Yuan-hung has opened the eyes of our more enlightened business men, who have since broken off their relations with this ridiculous pretence of a government. This attitude is a decided improvement upon their blind submission to and absolute dependence upon the government in all matters right or wrong.

"But no sane person imagines that the present disguise of a state of 'no government' can last without prejudicing our interests, national and private. Even the temporary suspension of work at the Nungshapu alone will have a disastrous effect upon our commerce and industry. While the Ministry itself may fare no worse than the loss of certain fees, the losses and damages accruing to our merchants must reach an incalculably large amount."

Parliament and the Elections

Tsao Kun's presidential boom has revived during the past week. There is no further hope of a quorum for a Shanghai session of Parliament, as, of the 400 to draw pay in Shanghai on August 15, at least 100 have returned to the North. One of the number, Senator Chang Tien, is reported to have come to Shanghai to get his salary and expenses, and to have left immediately for Peking. En route, he was attacked and fatally shot.

Tsao Kun is said to be offering \$1,000 to every member who returns North, and, in addition, a bonus of \$50 a session for attendance at Parliament. In this way, he hopes to secure a quorum and the election.

The preliminary meeting of Parliament for the election of president has been set for September 13, and the final election will probably come three days later. On the 27th, there were 450 Parliamentarians in Peking with but 100 more needed to make a quorum. That number was expected from Tientsin and Shanghai, and Tsao Kun's election seems most probable.

President Li Yuan-hung is reported to have sent emissaries to Hangchow to prepare the way for his coming from Tientsin.

The Lincheng Demands

No progress appears to have been made toward complying with the demands made by the diplomatic corps as a result of the Lincheng bandit outrage. The Chinese are solid against foreign railway guards, which is being urgently advocated by the British Ministry but opposed by the United States and Japan. Peking papers carried rumors of a British boycott, but this has been judged as part of the usual Chinese game to split foreign solidarity.

General Munthe, who was appointed by the ministry of communications to organize a railway guard, resigned when his recommendation for 18,000 men with 4,000 reserves was deemed too expensive.

There is likewise opposition to the demand that responsible officials be punished. Tuchun Tien of Shantung, who is amongst the number, loudly protests. He has sent in his resignation which the government has not seen fit to accept. It is reported that Tien has accumulated \$10,000,000 during the last three years.

Bandit Disturbances

Report has just been made of the hold-up of a local and an express train on the Changsha-Yochow line in Hunan province on August 15. Both trains were pillaged, but no prisoners taken.

On the 24th, the Italian legation at Peking received word of the burning of an Italian Catholic church at Tzeho, North Hupeh province.

"NATIONAL" TUBULAR PRODUCTS

WIRELESS TOWER

150 FEET HIGH

PEKING

Constructed of Tubes

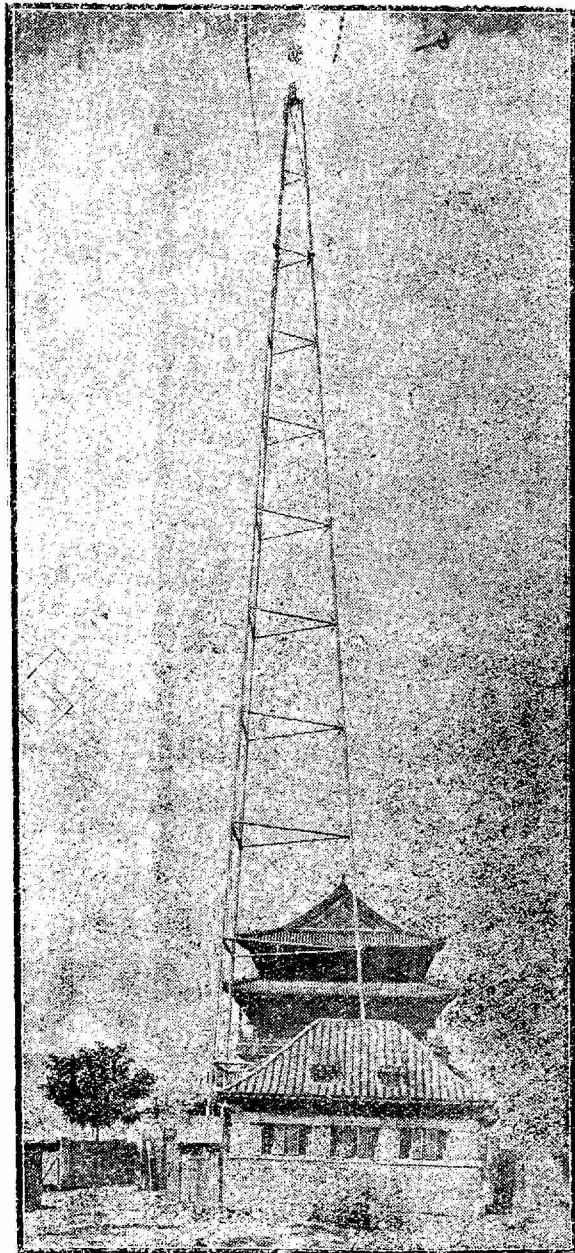
6 " Dia. to 2½ " Dia.

Manufactured by

NATIONAL TUBE COMPANY

Fabricated and Erected by

Etablissment Arnoult



"National" Tubular Products

Including Gas, Water and Steam Tubes,

Hot and Cold-drawn Seamless,

and Lap-welded Boiler Tubes,

Matheson Joint Pipe

Tubular Trolley Poles, etc.,

Are Exported Exclusively by

United States Steel Products Co.

UNION BUILDING

1 CANTON ROAD

SHANGHAI
CHINA

19 NAKADORI MARUNOUCHI
TOKYO, JAPAN

22 WU LIANG TA JEN HUTUNG
PEKING, CHINA

Chung Foo Union Bank

(Established 1916)

Subscribed Capital.....\$2,000,000.00
 Paid up Capital.....\$1,500,000.00
 Reserve Fund.....\$ 200,000.00

SHANGHAI BRANCH

27 Jinkee Road

Telegraphic Address "CHUNG FOO"

Central 1929 Manager's Office

Telephone Numbers .. 6468 }
 .. 6469 } General Office
 .. 6470 }
 .. 5620 T. T. Department

Branches and Agencies in China

Tientsin	Antung	Hangchow	Ningpo
Shanghai	Canton	Hongkong	Shai
Peking	Changchun	Hsuechow	Soochow
Hankow	Changsha	I-chang	Tsinkiangpu
	Changteh	Kiukiang	Wusih
	Chengchow	Nanking	Wuhu
	Chinkiang	Pengpu	Yangchow
	Fengtien	Shaohing	

Foreign Agencies and Correspondents

Baltimore	Cincinnati	Montreal	San Francisco
Berlin	Cleveland	New York	Seattle
Boston	Detroit	Osaka	St. Louis
Buffalo	Kobe	Paris	Tokio
Cebu	London	Philadelphia	Washington
Chicago	Manila	Pittsburgh	Yokohama

Every description of Banking and Exchange business transacted. Interest allowed on Current Accounts and Fixed Deposits in taels, dollars and other currencies according to arrangement. Savings Deposits taken. All kinds of Trust Business undertaken.

Credits granted on approved securities.

Safe Deposit Boxes.

Y. R. Sun, Manager
 T. D. Zar, Sub-Manager

Father Melotto, the Italian priest who has been in bandit hands for some two months, is reported as receiving brutal treatment. Negotiations for his release are still in progress. The bandits who sacked Tsaoshih near Hankow recently, carrying away 200 Chinese captives, demand \$40,000 for the release of the male captives. The women have all been sold. Foreigners are warned not to travel in Hupeh or Hunan provinces.

The Chinese General Liu, who caused the fracas aboard the *Alice Dollar* last month, resulting in the wounding of three American women, was sentenced to three years and some months imprisonment. It had been promised that he would be executed. The Chinese soldiers who accompanied General Liu have as yet received no punishment.

Anhui People Would Enter Peace Pact

The greatest joy prevails amongst the people who would have been involved in a struggle between Chekiang and Kiangsi provinces. The signing of the peace pact is hailed as the prevention of a certain clash between the two provincial generals. The people of Anhui province are anxious that Anhui and Kiangsu provinces should be included in the Chekiang-Kiangsi pact, and likewise there is a movement, which bids strongly for success, of bringing a peace treaty about between the Shanghai independent and the Nanking loyal sections of the Chinese fleet.

It is reported that General Lu Yung-hsiang, director general for the reorganization of military affairs of Chekiang, has been offered the position of chief of the general staff by the Peking government.

Would Re-open Canton Mint

Military affairs in South China have practically been at a standstill. Fighting has broken out in southern Hunan, but Dr. Sun's forces have failed to take Waichow so far.

Chinese and foreign firms at Canton are trying to have the mint reopened. In 1920 it consumed one-fourth of the world's silver supply, and is a profitable institution when in operation.

Eastern Railway Land Seizures

The British, American, French and Japanese consuls called on Marshal Chang Tso-lin on August 22, protesting the seizure of the land office of the Chinese Eastern railways. Chang Tso-lin claimed that Russia had taken land beyond the scope necessary for the railway and that Russians had oppressed the Chinese people, so that it was incumbent on him to prevent infringement of China's sovereignty. He referred the consuls to the Tuchun of Kirin, who made a similar reply. The latter was eventually persuaded to telegraph to Harbin to refer the matter to a conference between the railway representatives and the Chinese authorities.

Sino Russian Conference

Mr. Marakhan is now in China, ready for the settlement of Sino-Russian questions. He has been received with great acclaim. He is considered Russia's ablest diplomat, and his being sent to the Far East is regarded as an indication that Russia believes the Orient is its most important place for activities at the present moment.

GENERAL NEWS SUMMARY

August 22. Conference between coal operators and miners breaks down, with strike set for Sept. 1.—French reply to British note indicates France will maintain position in Ruhr.—Marks reach 42 million to pound sterling.

August 23. Hoover announces America has four months' hard coal supply on hand.—Aero mail tests prove successful beyond expectation.—British press gloomy over French reply regarding reparations.—Arbitration treaty between America and Japan renewed for five years.—United States has accepted invitation to send envoys to Council of League of Nations, Fifth Commission, in consultative capacity.

August 24. Baron Tomosaburo Kato, prime minister of Japan died.—Coolidge suggests substituting soft for hard coal, as solution of coal shortage if anthracite miners strike.—Lloyd George is to visit America.—U. S. National Auto Association to investigate gasoline prices.—£7,000,000 salvaged from *s. s. Laurentic*.—Spanish troops mutiny when ordered to Morocco.—British forces begin evacuation of Constantinople.—Senator Underwood, likely Democratic candidate for president, thinks U. S. should help Europe by reducing U. S. tariffs.

August 26. Germany has ordered tax payers to surrender foreign currencies in proportion to their tax assessments.—Marconi Co. will soon exhibit radio outfits for lifeboats.

August 27. Shipping companies form association for regulation of emigration.—1,800,000 voters cast ballots in Irish elections.

August 28. Senator Lodge has plan to call air limitation conference.—Formal call for anthracite coal strike on September 1, but Coal Facts Commission predicts settlement.—Chancellor of Germany Stresemann says if his government falls, Germany will succumb to Bolshevism.

Through America

via

The Milwaukee Railway

the

WORLD'S LONGEST ELECTRIFIED RAILROAD

Protected by the most efficient safety signals yet in use, for 649 miles over four mountain ranges, mighty electric locomotives haul the splendidly equipped All-Steel Transcontinental Trains

The OLYMPIAN and The COLUMBIAN

daily, Seattle and Tacoma to Spokane, Butte, Minneapolis, St. Paul, Milwaukee and Chicago

"The Pacific Limited" from San Francisco via Southern Pacific Ry. is operated by "The Milwaukee" Omaha to Chicago

Ask your Steamship Agent or Thos. Cook & Son or American Express Travel Bureau for rail orders and complete information
 For sleeping car reservations, write, cable or wireless one of the following representatives

Chicago, Milwaukee & St. Paul Railway

* Cable Address: "Milwaukee"

J. F. Bohl Gen'l Agent Pass'r Dept. Seattle
 F. O. Finn General Agent Victoria
 C. H. Miles Gen'l Agent Pass'r Dept. San Francisco





ADMIRAL ORIENTAL LINE
TRANS-PACIFIC SERVICE
FREIGHT & PASSENGER

"THE SHORT ROUTE"

16 Days Shanghai to Seattle

Five Fast, Modern steamers—"535" type—21,000 tons each

TO SEATTLE, KOBE & YOKOHAMA

	Departure Shanghai	Arrival Seattle
"PRESIDENT GRANT"	Sept. 10	Sept. 26
"PRESIDENT MADISON"	Sept. 22	Oct. 8
"PRESIDENT McKINLEY"	Oct. 4	Oct. 20
"PRESIDENT JACKSON"	Oct. 16	Nov. 1
"PRESIDENT JEFFERSON"	Oct. 28	Nov. 13

TO HONGKONG AND MANILA

	Leave Shanghai
"PRESIDENT MADISON"	Sept. 6
"PRESIDENT McKINLEY"	Sept. 18
"PRESIDENT JACKSON"	Sept. 30
"PRESIDENT JEFFERSON"	Oct. 12
"PRESIDENT GRANT"	Oct. 24

Through Bills of Lading to all United States and Canadian overland points;
also via Panama Canal Lines to Atlantic Ports

REDUCED RATE TO EUROPE

£112

Any Trans-Continental Railway from Seattle to Atlantic Sea-board, or any
Canadian railway from Vancouver via Victoria.
Railway Agents Meet all Steamers at Victoria, arranging Tickets and Sleeping
Car accommodations en route to Seattle.
Through passengers may go direct from Steamer to Railway depot.
Atlantic reservations made at Shanghai on all Lines, and to all Ports of Europe.

FIRST CLASS

Trans-Pacific and Trans-continental with your Choice of the fast comfortable
one class Trans Atlantic Liners.

For detailed information apply to:

ADMIRAL ORIENTAL LINE

Managing Agents U. S. Shipping Board

CHICAGO 112 W. Adams St.
NEW YORK 17 State St.
SEATTLE 409 L. C. Smith Bldg.
SHANGHAI, Cor. Kiangse & Nanking Rd., P.O. Box 503
H. T. KRULL, *General Agent*
HONGKONG No. 4 Des Voeux Road
E. L. MATTESON, *General Agent*
ANY OFFICE OF THE AMERICAN EXPRESS CO.,
E. F. TOWNSEND, *Oriental Manager*

TIENTSIN 17 Victoria Road
AMERICAN EXPRESS CO., *Agents*
MANILA 24 Calle David, P. O. Box 1636
DAIREN 33 Yamagata Dori
THOMPSON-HANNAM, *Agents*
SINGAPORE 2 Prince Street
VLADIVOSTOK.....Bryner & Co., 21 Aleutskaya
GEO. J. MCCARTHY, *Asst. General Passenger Agent*

Corner Kiangse and Nanking Roads, Shanghai, China

International Banking Corporation

Capital Paid Up.....U. S. \$ 5,000,000
Surplus & Undivided Profits..U. S. \$10,504,980

Owned by the National City Bank
of New York.

Head Office:

60 WALL STREET, NEW YORK

London Office:

36 BISHOPSGATE, E. C.

BRANCHES:

BARCELONA	MADRID
BATAVIA	MANILA
BOMBAY	PANAMA
CALCUTTA	PEKING
CANTON	RANGOON
CEBU	SAN FRANCISCO
COLON	SANTO DOMINGO
DAIREN	SHANGHAI
HANKOW	SINGAPORE
HARBIN	SOERABAYA
HONGKONG	TIENTSIN
KOBE	TOKIO
LYONS	YOKOHAMA

Commercial and Travellers' Letters of Credit, Bills of Exchange and Cable Transfers bought and sold. Current accounts and Savings Bank accounts opened and Fixed Deposit in local and foreign currencies taken at rates that may be ascertained on application to the Bank.

We are also able to offer our Customers the services of the Branches of the National City Bank of New York in the principal countries of South America, Central America and in the West Indies.

N. S. Marshall, Manager.

1A Kiukiang Road, Shanghai.

New Books and Publications

The Problem of Population by Harold Cox, M. A.
New York: G. P. Putnam's Sons

THE problem of population is one of the gravest and most delicate that confronts us to-day. The theologian and the ill-informed socialist who thinks that over-production of human beings will increase class struggle, ensuring the adoption of the state socialist system do not care to face the problem. The fatalist is likewise indifferent to it. But to a man of common sense, who knows the rudiments of the economic laws governing society, over-population is really a standing menace to society.

So far as plants and animals are concerned the external checks are fairly obvious. In a limited space plants quickly kill one another by over-crowding, rabbits die when they have exhausted the food they can nibble from the soil. In the case of human beings these checks are less obvious, and less instantly imperative.

The industrialisation of the world seems inevitably to lead to the growth of large towns, and the reduction of the rural population. The life in town is less conducive to mental efficiency. The slums are the result of this system. Industrialisation is the result of over population.

The population of China, India, Japan, England and other countries is increasing so rapidly that there is no room left in the mother countries for them. Will immigration solve the problem? The coloured peoples are not allowed to immigrate. Britain finds adequate transportation of her children to Australia practically impossible owing to physical difficulty of transport. She can not move more than 80,000 a year to the colonies but the population of Britain increased in the year 1921 by 300,000 by excess of births over deaths. Therefore evidently the immigration scheme leaves the problem unsolved. Besides, the town workers prove unfit for rural solitude.

There are three chief causes of war; Autocratic rulers, religion, and economic rivalry. The first two have been nearly eliminated, and the third is the result of excess of population. Italy today is on the war path because she can not find room for her excess population. Germany without colonies will be obliged to fight. Japan is bitter on America over the immigration question. Rome destroyed Carthage to find room for her expanding population. When their tribes increased Ateram and Lot nearly fell into strife. They separated to find uncultivated lands. If a Japanese Sir Thomas Moore were to draw plans of a New Utopia he would justifiably declare that in Australia a vast area of ground was being held "voyde and vacaunt to no good for profitable use," and that therefore Utopians from Japan would be morally justified in invading it.

Nature does her work through plague and famine. But can we not do something to stop this wastage? Plato when planning his ideal republic laid it down that children were to be produced only by parents officially recognised as suitable, and the children of other parents were to be exposed to die. Both Plato and Aristotle advocated abortion and infanticide.

Malthus advocated birth-control and Mrs. Annie Besant was prosecuted and sentenced for devising and advocating obscene methods of birth control.

The author does not recommend any special means of birth-control, but is inclined to the application of the French methods. In our opinion these methods are immoral and inhuman. The Indians have sung the praises of celibacy in the *vedas* and *tastras*, and nothing but self-control and celibacy can be effective. Sexual pleasures fall into nothingness when compared with the pleasures of mind and bliss of spiritual contemplation. The Veda says *brhamacharya* or absolute celibacy leads to excellent health, physical and mental. To stop overflow of population we will have to close down dancing halls, amorous operas, jazz music halls, and educate the mob-mind in the sublime truths and beauties of nature (Maya), and the Lord of nature.

In this exceptionally well written book the author presents this ably and meets all the arguments of his opponents, either on theological or social grounds; but he loses sight of the fact that every woman has maternal feelings that make her give life to dolls in girlhood, and what substitute we can offer to the mother's heart that longs for a child to unburden herself of the heart brimful of pure love.

This is a very serious publication, written in an excellent style and will enlighten any one who reads it.

Shanghai, August 13, 1923.

H. P. Shastri

Outline for the Study of Current History, Finance and Commerce of China

by

H. F. MacNAIR, Ph. D.

Professor of History and Government, St. John's University

This outline, primarily for the use of middle schools and colleges, is based upon the Review for last week. It is not intended that the whole of the outline be used but that those topics be selected that are found to be adapted to the class.

Topic 1: The Lincheng Diplomatic Note

References: Pp. 444,448

Questions: 1. When was the note of the diplomats presented, and to whom? 2. Has a formal reply been received? Discuss. 3. What and where is the Waichiaopu? 4. What demands have been made by the diplomats? 5. What is the attitude taken by the Chinese newspapers in reference to this note? 6. What is the attitude of the Waichiaopu? 7. What suggestion was made by the diplomats in reference to China's railways? Why? 8. What is the general opinion of both Chinese and foreigners in your section in reference to the settlement of the Lincheng affair?

Topic 2: Russian-Chinese Relations

References: Pp. 446-8

Questions: 1. What subjects of importance are to be dealt with in Russian-Chinese negotiations? 2. Who are Messrs. Joffe and Karahan? Whom do they represent? 3. Where are they at present? 4. Why should Karahan first meet Chang Tso-lin? 5. Who will head the Chinese Commission which will negotiate with M. Karahan? What difficulty has the former been lately experiencing? 6. What action has recently occurred in Manchuria that will complicate Messrs. Karahan's and Wang's negotiations? 7. What are the present relations between Peking and Mukden? 8. What can you say as to the present position of Russians in China.

Topic 3: The U. S. Court at Harbin

References: Pp. 422-3.

Questions: 1. Where is Harbin? 2. What is the significance of its position? 3. What does the term "China" include in the mind of the American govern-

ment? Of what significance is this? 4. What is the work of the American Court for China? Where are its headquarters? Why are its sessions not limited to that city? 5. What significance is attached to the holding of a session of the Court in Harbin? 6. Who is Judge for the American Court, and what did he remark on the opening of a session of the Court at Harbin?

Topic 4: The Wireless Station at Shuangchiao

References: P. 448

Questions: 1. Where is Shuangchiao? 2. What significance has attached to the building and operating of this station? 3. Where is Bordeaux, and what does communication with it mean for China? Is this desirable? Why? 4. What is the cost of this plant?

Topic 1: Affairs in Peking

References: Pp. 422,423-4,446

Questions: 1. What is Dr. Wellington Koo's present position technically and actually? 2. Where is President Li, and what is his position? 3. How many Cabinet ministers are there at present? Is there a Premier? 4. Who is Finance Minister now? 5. What is the full membership of Parliament? 6. How many parliamentarians are there in Peking? In Shanghai? Where are the rest? 7. What is Tsao Kun doing now?

Topic 2: Affairs in Canton

References: Pp. 436,438.

Questions: 1. What is a Usurper, and why are the Yunnanese troops thus designated? 2. Why and how did they first come to Canton? 3. How have Sun Yat-sen and Chen Chiung-ming been busying themselves during the summer? 4. What can you say in reference to the Yunnanese and the

financial situation in Kwangtung? 5. What does Dr. Sun think of students mixing in political affairs?

Topic 3: Illiteracy in China

References: P. 444

Questions: 1. What percentage of the people are literate? 2. How does this compare with America? With France? With Italy? 3. Who is Madam Hsiung Hsi-ling? 4. Discuss the nation-wide movement to eliminate illiteracy. 5. What is being done by your school, and in your section of China to aid in this and similar movements?

Topic 1: Mr. Lamont on Dr. W. W. Yen's Finance Work in China

References: Pp. 452-3

Questions: 1. Who is Mr. Lamont, and why are his views on China's finance of interest? 2. Where and when did the Council of the China Consortium last meet? 3. What topics were discussed? 4. What is the policy of the Consortium? 5. What has it accomplished? 6. What do the members of the Consortium think of railway building in China? 7. What is said as to the land tax in China?

Topic 2: Foreign Trade Regulation in the Russian Far East

References: Pp. 425-7

Questions: 1. What is the relation of the Russian Far East to the European section of the empire? 2. What is "neo-protectionism"? 3. Why are there two systems of customs tariff in Russia? 4. What is the Russian policy as regards the importing of goods? 5. How about exports? 6. Discuss the issue of licenses. 7. Which exceeds in value—the exports or the imports? 8. What are the writer's conclusions on his subject?

Topic 3: The Collecting of American Income Tax Abroad

References: Pp. 421-2

Questions: 1. What is the basis for this editorial? 2. What is an Income Tax? 3. How long has such a tax been imposed in America? 4. Why do American business men in the Philippines and the Far East generally not wish to pay this tax? 5. Should private individuals pay such a tax if corporations do not? Explain. 6. On what basis may the collection of this tax be justified? What punishment is decreed for those who do not pay this tax? Why? 8. What is the editor's conclusion?

INDUSTRIAL RAILWAYS

Complete equipment for special purposes.

MINING-CONTRACTORS-PLANTATIONS

We manufacture everything in railway materials and our Engineering Department will be pleased to give you any technical information for your requirements.

KOPPEL INDUSTRIAL CAR & EQUIPMENT CO.

C. P. O. Box 743: : China Office : No. 2 Canton Road, Shanghai

Shanghai Exchange for Week Ending Wednesday, August 29th, 1923.

Exchange:—The London price of silver at 30½d. is ½d. lower than last week. The quotation for two-months forward delivery is 30½d. Our official rate for T/T on London is down ½d. to 3/0½d., but the market generally has been on the basis of 3/0½d. and a premium of ½d. to ¾d. above this rate has been available and we close steady with 3/0½d. offered for August T/T on London and ¾d. per month down for forward.

Our stocks of silver are reported as follows:—

Sycee and Bar Silver Tls. 24,875,000 a decrease of Tls. 1,108,000.

Chinese and Mexican Dollars..... \$ 38,890,000 an increase of \$ 1,070,000.

Estimated value Tls. 52,875,000 as against Tls. 65,080,000 held at this time last year.

	Average rates for July	Thursday Aug. 23	Friday Aug. 24	Saturday Aug. 25	Monday Aug. 27	Tuesday Aug. 28	Wednes. Aug. 29
Bk's selling rates		opening closing	opening closing	opening closing	opening closing	opening closing	opening closing
T/T London	3 0.312	3/0½	3/0½	3/0½	3/0½	3/0½	3/0½
D/Dts. "	—	3/0½	3/0½	3/0½	3/0½	3/0½	3/0½
4m/s. "	—	3/0½	3/0½	3/0½	3/0½	3/0½	3/0½
T/T India	224.604	228	226½	226½	228½	226½	226½
T/T France	1,178.125	1245	1230	1225	1215	1205	1195
T/T N.Y.	69.406	69½	68½	68½	69½	68½	68½
T/T H'kong	74.542	74½	74½	74½	74½	74½	74½
T/T Japan	70.594	71	71½	71½	71	71½	71½
T/T Batavia	181.125	181½	180½	180½	181½	180½	180½
T/T Straits	77.073	77	77½	77½	77	77½	77½
Bk's buying rates							
4m/s B/L. } Cred. D/A }	3/1.750	3/1½	3/1½	3/1½	3/1½	3/1½	3/1½
4m/s. " D/P	—	3/2	3/1½	3/1½	3/2	3/1½	3/1½
6m/s. " D/A	3/2.250	3/2½	3/2	3/2	3/2½	3/2	3/2
4m/s B/F. } O. D/A, D/P }	1,228.125	1295	1280	1275	1265	1255	1245
4m/s N.Y. Lc.	72.052	71½	71½	71½	71½	71½	71½
4m/s. " Docs	—	72½	71½	71½	72½	71½	71½

	Aug. 23	Aug. 24	Aug. 25	Aug. 27	Aug. 28	Aug. 29
(Based on Daily Official quotation, higher rate taken on rising market, lower when falling Bullion.)						
* London Price of Bar Silver per oz. (English Standard 925 touch) Pence.	30½	30½	30½	30½	30½	30½
* N.Y. Price of Bar Silver per oz. (Pure)	G. \$ 62½	G. \$ 62½	G. \$ 62½	G. \$ 62½	G. \$ 62½	G. \$ 62½
Shanghai Price of Gold Bars (weight Tls. 10 (Chauping) 978 touch	Tls. 342.70	Tls. 342.80	Tls. 342.90	Tls. 341.80	Tls. 340.70	Tls. 340.80
Shanghai Silver Bars (weight Tls. 100 (C.) 999 touch)	111.00	111.00	111.00	111.00	111.00	111.00
Shanghai Mexican Dollars per \$100	72.075	72.0875	72.075	72.10	72.075	72.05
Native Bank Rate of Interest (Call money)	1½%	1½%	2%	3%	2½%	2½%
* Closing Price in London for Previous day.						
* Closing Price in New York for Previous day						

Bank of England rate of discount	4%	London on Paris	T/T 79.21
Bank of France rate of discount	4½%	London on Germany	T/T
London open Market of rate Dis. 3 m/s.	3½%	New York on London	T/T 454½
" 4	3½%	Bombay on London	T/T 1/3½
" 4	3½%	Hongkong on "	T/T 2/3
		Yokohama ..	T/T 2/1½

Financial Notes

The following is a summary of business conditions in the United States the middle of August:

Seasonal market with trade as a whole larger than last year, based on demand from industrial districts with agricultural demands and foreign buying threat curtailment.

No cancellations in iron and steel but unfilled orders end of July five million nine hundred thousand tons, smallest since last July. Temporary slowing up of shipments during readjustment expected with elimination twelve hour day. Eight hour day already effective Gary, Indiana.

Prolonged Texas drought expected reduce cotton yield to eleven million bales raised price three cents pound. Textile production curtailed to seventy-five percent on last month due to uncertain demand for cotton goods from wheat farming districts. Spring wheat yield estimated at two and a quarter million bushels; forty-five million under last year, due to black rust. price raised six cents to one dollar.

July consumption silk twenty-eight thousand five hundred bales; three thousand under first six months average.

Banking and credit position unchanged, with slow shifting of funds from industrial to crop moving. No change in policies of administration under President Coolidge.

June exports to China \$8,747,000 consisting principally leaf tobacco, 5,700,000 pounds; cigarettes, 766,000 pieces; Oregon pine, 8,000,000 feet; kerosene, 13,000,000 gallons; fuel oil 8,000,000 gallons, lubricating oil, 395,000 gallons; copper ingots, 4,390,000 pounds; tin plate, 1,500,000 pounds; motor trucks, 20 automobiles, 31.

June imports from China \$14,074,000 principally cattle hides, 680,000 pounds; goat and kid skins, 825,000 pounds; wood oil, 1,500,000 gallons; cotton, 1,700,000 pounds, laces, embroideries, \$130,000, straw braid, 109,000,000 yards; carpet wool, 4,400,000 pounds; rugs, 53,000 square yards; raw silk 744,000 pounds.

Total foreign trade June: \$640,000,000 about equally divided imports exports.

It is quite obvious to any student of economics or marketing that the American farmer has lost millions of dollars this year as a direct result of his so-called leaders. The enforcement of a law that practically ends speculation leaves the market almost wholly unsupported. Prices cannot, therefore, be sustained. Remove this unfortunate law and prices would move back where they belong if the political agitators would remain quiet for a few days.—George S. Bridge, Chicago Board of Trade.

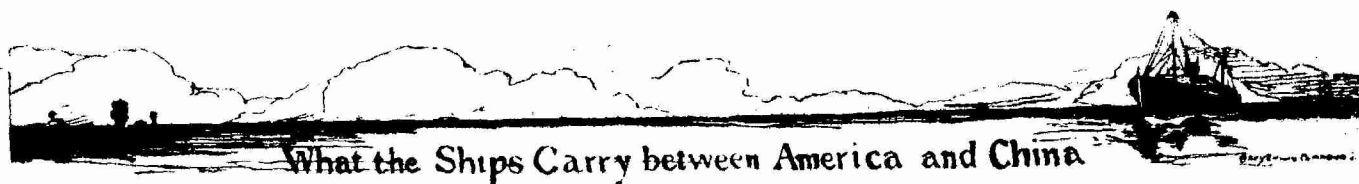
France's delay in ratifying the Four-Power Naval Limitation, treaty cost the United States \$2,000,000 a month, according to the estimates of naval officers here. The expenses to which the Navy Department was put in paying shipyards demurrage on shipways occupied by the uncompleted hulls, combined with interest on money tied up in material and the reimbursement to contractors for cancelled contracts, are said to aggregate this sum monthly. As sixteen months have elapsed since the treaty was signed in Washington, it is estimated that the delay of France has occasioned a loss running in excess of \$20,000,000.

The purchase of 2,000 tons of Welsh anthracite by the Boston (Mass) city schools, at from 34 to 40 cents gold lower than the price of any Pennsylvania anthracite, may indicate a way out of the probable coal shortage in America which the strike set for September 1 is likely to create.

The fiscal year ended June 30th left the United States Government with a revenue surplus of \$310,000,000, where, a year ago, a deficit of \$823,000,000 had been expected.

Chinese Take to Leather Shoes

The Chinese are gradually taking to the use of foreign style leather shoes. J. C. Huston, acting consul-general at Tientsin, reports to the U. S. Department of Commerce, and those who have not done so are gradually beginning to use chrome leather soles with their native cloth uppers. One sole can outlast three cloth tops. Native shoes with chrome soles sell for \$1.60 while locally made foreign style shoes sell for \$5 per pair. The great tanning centres are Kalgan for goat skins, Kiacheng, near Taiyufu, for lamb skins, and Tientsin, where the leather tanned is usually sow hides and used mostly for shoes. There are three Chinese owned tanneries and one Japanese owned in Tientsin, the capital of which varies from \$100,000 to \$500,000 in local currency. The output from these plants runs from 40 to 100 hides per day.



What the Ships Carry between America and China

Returns of the Shanghai Customs

(Key: Ph.—Picul or 133 1/3 pounds; Bl.—Bales; Pcs.—Pieces; Mills—thousands; Hk. Tls.—Haitian Tls., Customs Rate Tls. July 1, 26 equal Gold \$1)

<i>S. S. Harold Dollar</i> , July 30, from U. S. A.	Bristles..... " 348 Egg Albumen, Dried... " 384 Egg Yolk Dried " 169 Hair, Goat..... " 21 Hair, Horse Tail " 30 Hides, Cow..... " 62 Intestines, Pigs' Salted, .. " 45 Wool, Sheep's " 4,360 Hats, Rush..... Pes. 26,400 Skins, Goat, Tanned... " 20,000 Skins, Marmot " 8,083 Carpets..... Hk. Tls. 24,759	Fruits, Dried..... " 62 Glass, Broken..... " 415 Ink, Printing..... " 134 Lard..... " 11 Leather, Calf..... " 3 Leather, Sole..... " 335 Milk, Evaporated..... " 282 Oatmeal..... " 397 Oranges, Fresh..... " 376 Packings, India-rubber.. " 16 Paper, Boxboard..... " 2,658 Paper, Chipboard..... " 8,108 Paper, Unclassed..... " 168 Soap Powder..... " 75 Soda Ash..... " 21 Tobacco, Prepared.... " 4 Basins, Enamelled Doz. 250 Canned Meats..... " 174 Canned Vegetables " 290 Hosiery..... " 90 Underwear..... " 96 Machines, Calculating.. Pes. 12 Motor-cars..... " 1 Lemons, Fresh..... " 117,150 Slippers..... Pairs 1,064 Cigarettes..... Mille 64,100 Treasure, Silver Bars Hk. Tls. 404,544	Gum, Arabic..... " 62 Indigo Paste, Artificial.. " 1,000 Leadfoil and Tin foil ... " 552 Leather, Calt..... " 4 Paper, Writing..... " 18 Tobacco, Prepared..... " 4 Machines, Calculating...! Pes. 12 Motor-cars..... " 3 Motor-trucks..... " 3 Typewriters..... " 33 Cigarettes..... Mille 92,500
Timber : Softwood, Ordinary Sawn.....Sup. ft. 111,864	<i>S. S. Yokohama Maru</i> , August 4,		
To Seattle :			
Tea, Black, Kiukiang . Pls. 60	<i>S. S. President Jackson</i> , July 31. from U. S. A.		
Tea, Green :			
Gunpowder, Ningpo.. " 30			
Hyson, Kiukiang..... " 3			
Eggs, Fresh..... " 13,600			
To New York,			
Skins, Dog..... Pes. 5,000			
Skins, Goat, Tanned... " 5,000			
<i>S. S. Talithybis</i> , August 8,			
To Boston.			
Tea, Green:			
Young Hyson, Other Ports..... Pls. 42			
Cotton Waste..... " 293			
To New York.			
Tea, Black, Hankow.. Pls. 710			
Tea, Black, Kiukiang.. " 81			
Tea, Green:			
Gunpowder, Kiukiang lls. 10			
Gunpowder, Ningpo.. " 881			
Imperial, Kiukiang... " 6			
Young Hyson, Kiukiang " 86			
Hyson, Kiukiang..... " 6			
Antimony, Regulus... " 1,678			
	<i>S. S. President Cleveland</i> , August 1, from U. S. A.		
	Woollen Goods, Unclassed Yds. 203		
	Waterproof Cloth..... " 209		
	Bleaching Powder..... Pls. 466		
	Canned Asparagus.... " 598		
	Canned Fruits..... " 16		
	Cheese..... " 11		
	Corn Meal..... " 15		
	<i>S. S. Naneric</i> , August 1, from U. S. A.		
	Waterproof Cloth..... Yds. 506		
	Iron Nails, Cut..... " 11		
	Iron, Galvanized:		
	Wire Shorts..... " 1,386		
	Bones, Cow..... " 35		
	<i>S. S. City of Madras</i> , August 7.		
	To Boston.		
	Tea, Black, Hankow.. Pls. 197		
	Tea, Black, Kiukiang . " 22		
	Tea, Green:		
	Gunpowder, Ningpo " 291		
	Skins, Goat, Untanned. " 50,000		
	To New York.		
	Tea, Black, Hankow.. " 2,718		
	Tea, Black, Kiukiang.. Pls. 519		
	Tea, Green:		
	Young Hyson, Kiukiang,, 72		
	Young Hyson, other		
	Ports..... " 59		
	Hyson, Kiukiang..... " 12		
	Antimony, Oxide..... " 410		
	Antimony, Regulus.... " 1,260		
	Bristles..... " 356		
	Egg Albumen, Dried .. " 243		
	Oil, Wood..... " 3,789		
	Straw, Braid, White .. " 59		
	Carpets..... Hk. Tls. 3,759		

Weekly Cotton Market Report

By A. B. Rosinfeld & Son

China Cotton :—Fluctuations in the cotton market during the past week have been within a rather narrow range of prices. Trading has been fairly active, with Japanese buying freely for new crop. Tungchow and Shanghai Machine-Ginned cotton operations were of a more professional than general character. Under the circumstances, the course of prices has been without any special significance, although it must be noted that in the face of continued favorable weather conditions for the growing crop, and renewed bear pressure from local interest, prices have shown an upward tendency and the net change for the week has been an advance of Tls. 0.50.

Regarding the crop outlook, evidence has been accumulating that the long period of favorable weather which has prevailed practically throughout the belt, has been instrumental in bringing about a marked improvement in its condition. Whatever the outcome may be, it will hinge on future "weather" developments.

As to the future trend of the market, we see no reason for the present to change our view that lower prices are likely to dominate.

Extracts of Correspondence

Tungchow, August 10:—The past week's weather has been favorable for the plant and fairly good headway has been made. With favorable conditions from now on to picking time, an average crop is anticipated say from 10 to 20 per cent more than last year. Acreage has been increased from 20 to 30 per cent as compared with last year in some territories. The conditions in the low lands, however, are not so good on account of being overflooded.

Shanghai and Districts, August 21.—Weather hot. Crop reports, however, are very favorable. A couple of days of rain will put the fields in excellent condition.

rain will put the fields in excellent condition.
Yangtze Valley, August 18:—The outlook in this territory is indeed flattering. The plant is healthy and fields are free of grass. What is needed in the near future is good heavy showers in order to put new life in the plants.

Chekiang Province, August 20:—Crop outlook in this province so far very good.

*Shansi and Shansi Provinces, August 17:—*The weather continues favorable for cotton here and the plant is fruiting rapidly. The outlook is for a good yield in these provinces.

Shantung and Chikli Provinces, August 19:—Since our last report, crops are doing fine. With good weather from now on we anticipate an average yield.

Yarn:—The yarn market has had a steady undertone during the past week with a soft undertone at the close. Demands from interior marts continues limited and a steady market is looked forward to for the near future.

Liverpool, August 23, 1923.

Liverpool Market:—

Fully, Middling Spot	15.38	Pence
" " October	13.62	"
" " January	13.23	"
Market:—Steady.		

Market.—Steady.
New York, August 23, 1923.

New York Market:—		October	23.96	Cents
		December	23.90	"
		January	23.64	"
		March	23.66	"
		May	23.68	"
		Spot	25.25	"
Market:—Steady.				

Bombay, August 22, 1923.

Bombay Market :—

Broach, F. G. August,.....	Rps. 450	per Khandy
Fully Good Bengal, Dec./Jan.....	" 363	" "
Fine Oomra, Dec./Jan.....	" 412	" "

Market:—Steady.

Shanghai Market :—

Tungchow Oct./Nov.		Tls.	36.00
Shanghai, Oct./Nov.		„	33.00
M-ginned, Oct./Nov.		„	33.25
Taichong, Spot.		„	37.50
Shensi, No. 1 Spot		„	39.00
Shensi, No. 1 Nov		„	35.50
Market:—Steady.			

In The United States Court for China

(Established by Act of Congress of June 30, 1906.)

JUDGE, Charles S. Lobingier.

U. S. ATTORNEY, Leonard G. Husar.

U. S. COMMISSIONER, Nelson E. Lurton.

CLERK, William A. Chapman.

OFFICE HOURS 10-12; 2-4.

U. S. MARSHAL, }
DISBURSING OFFICER, } Thurston R. Porter.

PRISON PHYSICIAN, Dr. T. B. Dunn.

DEPUTY MARSHAL, Wm. Van Buskirk.

TIENTSIN:

SPECIAL DEPUTY MARSHAL, Harry V. Fuller

All Notices, Announcements, Judgments, Orders and other Proceedings appearing in this department of THE WEEKLY REVIEW may be accepted as authentic.

MOTION DAY.

All contested motions and demurrers will hereafter be heard on Mondays, beginning at 3 P. M.; provided notice thereof with proof of service on the adverse party or his attorney shall have been filed in the clerk's office by 12 Noon of the preceding Saturday.

ADMISSION TO THE BAR.

Hereafter, applicants for admission to the bar of this court, whether previously admitted elsewhere or not, will be examined on the following:

1. Extraterritoriality, 25 Corpus Juris, 299-331.
2. Extraterritorial Cases.
3. Extraterritorial Remedial Code.
4. U. S. Rev. Stats., secs. 4083-4131 (Act of Congress of June 22, 1860, 12 U. S. Stats. at Large, Ch. 179.)
5. China Court Regulations.
6. Act of Congress of June 30, 1906 (34 U. S. Stats. at Large, Ch. 3934).

BAR EXAMINING }
COMMITTEE: } Nelson E. Lurton.
 } W. W. Blume
 } Roland S. Haskell.

Shanghai, China, January 2, 1923.

Minutes of Recent Proceedings

Hearings:

(Before the Commissioner)

- | | |
|-------------------------------|---|
| Aug. 23, 1923, Crim. No. 488, | U. S. v. J. C. Crevling; to fix bail and assign for hearing. |
| " 24, " " " 487, | U. S. v. S. B. Gaynor, K. Hansen, and M. K. Smith; testimony taken of Liu Sing Ya, Yang Pao Sung, Wo Zon Cheong, T. R. Porter, Wong Ching Yung; continued to August 25. |
| " 25, " " " 487, | U. S. v. S. B. Gaynor, K. Hansen, and M. K. Smith; testimony taken of Lok Zei Wei, Nyng Nyok Liang, Dzung Yung Chi, Li Tsu Chi; continued to August 27. |
| " 25, " " " 491, | U. S. v. H. C. Hill; testimony taken of Ghuman Sangh, defendant; submitted. |
| " 25, " " " 490, | U. S. v. J. C. Crevling; testimony taken of G. E. Phillips, J. A. Pridmore defendant; submitted. |
| " 25, " " " 489, | U. S. v. F. W. Shlobohm; testimony taken of C. P. C. Nos. 1082, 975, defendant; submitted. |

(Continued from last week)

The instrument names the Asia Banking Corporation as trustee and also as executor. Its representative appeared in Court and expressed a desire to be excused from acting as executor. The petitioner for probate is a member of the Bar of this Court and in every way qualified to act as executor.

It is accordingly considered and decreed that the instrument, Exhibit A, be admitted to probate as the last will and testament of the deceased and that letters of administration *cum testamento annexo* issue to the petitioner, Cornell S. Franklin, Esquire, upon his taking the oath and executing a bond in the sum of Taels one hundred thousand (Tls. 100,000.00).

UNIVERSAL LEAF TOBACCO COMPANY, INC., PLAINTIFF, v.
BARBER STEAMSHIP LINES, INC., DEFENDANT

(Cause No 1355; decided May 3, 1923)

SYLLABUS

(By the Court)

1. **CARRIERS: BURDEN OF PROOF.** Where it is admitted that freight was "received in apparent good order and condition," but was not so when offered for delivery, the burden rests upon the carrier to prove that the damage occurred without its negligence.
2. **ID.: ID.: Slight evidence of non-delivery shifts the burden of proving delivery to the carrier.**
3. **ID.: EVIDENCE examined and found insufficient to meet either burden.**
4. **ID.: EXCEPTIONS: INSUFFICIENT PACKING.** Where cargo is packed more securely than is usual for such commodities, the carrier cannot, after accepting it without objection, be heard to claim exemption because of alleged defects, perfectly patent and obvious, especially where there is undisputed evidence of other causes ample to account for the injury.
5. **ID.: STATUTES. THE CUMMINS ACT** of March 4, 1915, not found applicable to shipments from America to China.

Messrs. Schuhl & Schoenfeld for plaintiff.

Messrs. Davies & Bryan, by Mr. Davies, contra.

LOBINGIER, J.:

Plaintiff sues to recover for damage to part of a cargo of 249 hogsheads of tobacco, shipped from New York to Shanghai on the vessel "William Henry Webb." The Bill of Lading recites that the cargo was "received in apparent good order and condition" and requires defendant, to deliver it "in like apparent good order and condition" as when received. That it was not so delivered is one of the conceded and outstanding facts. Defendant does not even deny plaintiff's averment (par. 5)

"That the aforesaid shipment of tobacco arrived at Shanghai in or about the month of July, 1920, and upon the discharge of said tobacco ex Steamship at Shanghai, seventy-one (71) hogsheads of said tobacco were broken and damaged to such an extent that the contents of the aforesaid 71 hogsheads were so mixed and intermingled that it was impossible to segregate the various grades of tobacco comprising the contents of said 71 hogsheads."

"The Certificate of Condition" (Ex. 1) furnished by defendant's marine surveyors recites "Goods 72 Hgds Tobacco Leaf Condition Broken, contents short — & mixed & some landed in bulk." This was issued on July 23, 1920, the very day of completing discharge (p. 60), and is therefore much more reliable than the testimony, given more than two and one-half years later by the witness who seems to have prepared the certificate. The "Report of Survey" (Ex. B) recites:

Aug. 27, 1923, Crim. No. 487, U. S. v. S. B. Gaynor, K. Hansen and M. K. Smith; testimony taken of Mrs. S. B. Gaynor, Dzung Yung Chi, R. W. Yorke, J. Cruikshank, T. R. Porter, W. A. Chapman; submitted.

Judgments and Orders:

Aug 22, 1923, Cause No. 2210, L. Samarcq and R. Fermus v Asia Banking Corporation; order setting aside, conditionally, judgment of August 6.

(By the Commissioner)

Aug 23, 1923, Crim. No 488, U. S. v. J. C. Crevling; bail fixed in the sum of G. \$500 00.
 „ 23, „ Cause „ 2280, U. S. v. C. V. Stein; order reducing bail.
 „ 25, „ Crim. „ 491, U. S. v. H. C. Hill; dismissed.
 „ 25, „ „ 490, U. S. v. J. C. Crevling; dismissed.
 „ 25, „ „ 489, U. S. v. F. W. Schlobohm; dismissed.
 „ 27, „ „ 487, U. S. v. S. B. Gaynor, K. Hansen and M. K. Smith; defendants Hansen and Smith bound over to the United States Court for China for trial; bail fixed in the sum of G. \$1,000 each.

Assignments for Hearing:

Sept 24, 1923, Cause No. 1032, Belgian Trading Co. v. Neuss, Hesslein & Co.

Miscellaneous Filings:

Aug 22, 1923, Cause No. 1686, In re Stewart-Crane Co. Inc. in liquidation; motion for declaration of trust and execution of same.
 „ 22, „ „ 2301, U. S. v. T. J. Howe, A. Howe, Q. Gonzales, E. Backlund and J. H. Peters; nolle prosequi.
 „ 23, „ „ 1863, In re Anna V. Blough's estate; affidavit of publication.
 „ 24, „ „ 2276, In re estate of George A. Ruddan, deceased; affidavit of publication.
 „ 27, „ „ 1863, In re Anna V. Blough's estate; affidavit and final report.

(By the Commissioner)

Aug. 22, 1923, Civil No. 129, F. W. Schlobohm v. M. Sternberg; answer.
 „ 23, „ Crim „ 488, U. S. v. J. C. Crevling; affidavit for search warrant; search warrant issued; marshal's return of search warrant; affidavits.
 „ 23, „ „ 489, U. S. v F.W. Schlobohm; complaint.
 „ 23, „ „ 490, U. S. v. J. C. Crevling; complaint.
 „ 23, „ „ 491, U. S. v H.C. Hill; complaint.
 „ 23, „ Civil „ 125, Central Garage Co. v. L. A. Hudson; motion for judgment by default; notice of motion.
 „ 24, „ „ 131, Shanghai Hotels Limited v. E. A. Laver; complaint.
 „ 27, „ Crim. „ 492, U. S. v. J. R. Morris; affidavit; warrant issued.
 „ 28, „ „ 471, U. S. v. Howe, Gonzales, Backlund and Peters; bonds.
 „ 28, „ „ 492, U. S. v. J. R. Morris; marshal's return of warrant; bond.
 „ 28, „ „ 131, Shanghai Hotels Limited v. E. A. Laver; summons issued.

“Total 71 HHDS. G. W. 75283 lbs = 566.04 piculs. Landed Value G. \$45,016.71 plus H. Tls. 653.77 Duty and Charges.

On examination we found the above Hogsheads had been landed in a badly broken condition and with a heavy percentage of contents in bulk.

A quantity of the tobacco which has been landed in bulk has no traces of its original packing beyond a few broken pieces of staves.”

Plaintiff's manager testified:

“When the cargo arrived it was in such a terrible condition that it was absolutely impossible for me to take delivery of it with my own people so I met Mr. Marshall and I asked Mr. Marshall to take delivery of it and to also personally inspect it himself, and then I met Mr. Reeves in the meantime who was at that time surveyor for the American Shipping Board. I was introduced to him by the manager of the wharf down there and tried to get Mr. Reeves as my surveyor. I did not know any surveyor at that time in Shanghai so he told me that he was the surveyor for the American Shipping Board and then he introduced me to Mr. Jory of Bayes-Davy and he refused to take the job saying it was the biggest mess he had ever seen in his life.”

There was 10,000 lbs. of this tobacco that was landed in bulk, the casing for it had disappeared entirely.”

When I arrived there my Mr. Lo went down and when he saw the cargo was in such a condition he came back for me so when I went down they were bringing this tobacco out in large sheets.” (pp. 4, 5)

Captain Bayes-Davy, a marine and cargo surveyor of fifteen years' experience, called by defendant testified:

“From these photographs and from what I have heard I have never seen such a state of damage. I have seen hogsheads as wholly damaged as the photographs.”

Q You say you have never seen a ship where so many hogsheads were broken?

A Not that I can remember.” (pp. 126, 128)

The photographs referred to were received in evidence (Ex. C. D. E. & F.) without objection (p. 37) and reveal an appalling state of damage. In the light of this evidence the rule seems clearly applicable,

“That the shipper makes out a *prima facie* case when he proves that the goods were delivered to the carrier in good condition and to the consignee in a damaged state, and the carrier is then called upon to prove that the damage did not arise by any negligence on its part, has often been declared the proper rule governing such cases.”

If, therefore, defendant is to be relieved it must be under one of the exceptions mentioned in the contract. Of these, it invokes two: (1) that the damage “was occasioned by the perils of the sea” (par. 8) and (2) that it was “due entirely to plaintiff's negligence in not providing sufficiently strong packages” etc. (par. 5) These, of course, are affirmative defenses, the *onus* of proving which rests upon defendant. As has been said in similar cases,

“The burden is on the carrier to trace the loss or damage to negligence of the shipper, or to one or more of the exceptions, with which its negligence did not concur. Authorities *supra*.”

“The correct view is, that the loss is not brought within the exception, unless it appears to have occurred without negligence on the part of the carrier; and as it is for the carrier to bring himself within the exception, he must make, at least, a *prima facie* showing that the injury was not caused by his neglect.”

Of the first exception, no evidence at all is offered. Of the second—the alleged insufficiency of packing—it is undisputed that the cargo in question was as well packed as other cargoes of tobacco. The “Certificate of Condition” (Ex. 1) by defendant's marine surveyors recites, that they were “Packed

1. Fockens v. Express Co., 99 Minn. 404, 109 N. W. 834. Cf. *Lewer v. R. Co.*, 132 Minn. 173, 156 N. W. 6.
2. *Atlantic etc. Co. v. Rice*, 169 Ala., 265, 52 So. 919, 29 L. R. A. 1214.
3. *Steele v. Townsend*, 37 Ala., 247, 79 Am. Dec., 53. Cf. *South etc. R. Co. v. Wilson*, 78 Ala., 587.

(Continued next week)



Shanghai-Nanking Railway Abridged Time Table.

Shanghai North to Nanking—Up														Nanking to Shanghai North—Down														
(Main Line)														(Main Line)														
STATIONS	Local	Fast	Local	3rd & 4th Local	S.N.L. F.P.L. Exp. Mail	3rd & 4th	Local	S.N.L. F.P.L. Exp.	Local	Fast	Local	Local	Night Express M.S.	STATIONS	Local	Fast	Local	Fast	Local	3rd & 4th Local	3rd & 4th	Fast	Local	Local	Express	Local	T.P.L. Mail	S.N.L. Night Express F.P.L. Exp.
Shanghai North d.	7.00	7.15	7.35	9.30	9.50	12.10	12.30	15.25	17.15	17.45	19.35	23.30	0.02	Peking ... d.													15.25	
Nansiang ... d.	7.23	7.45	8.05	10.31	10.51	12.41	12.58	16.01	17.47	18.15	20.05	24.02	0.02	Tientsin East ... a.													14.35	
Soochow ... d.	8.59		9.41	11.14	11.34	12.53	14.43	18.24	19.39			23.30	1.39	Do ... d.													20.47	
Wushih ... d.	7.09	9.59	10.44	12.02	12.12	14.12	15.38	19.34	20.36			24.02	2.38	Tientsin Central a.													20.47	
Changchow ... d.	8.14	10.56	11.41	12.49	12.59	14.59	16.38		21.38			25.33	3.42	Do ... d.													4.50	
Tanyang ... d.	9.30	11.52		13.38	13.48	16.28	17.38					26.20	5.34	Tsinanfu ... d.													13.00	
Chinking ... d.	10.31	12.49		14.22	14.34	17.34	18.33					27.49	7.20	Hsuehchow ... d.													13.00	
Nanking ... a.	12.30	14.21		15.43	15.53	19.35	20.02					28.55		Pukow ... a.													20.57	
Pukow ... a.				19.10	19.20	21.00	21.00					30.56		Nanking ... d.													23.00	
Hsuehchow ... d.							5.08					32.21		Chinking ... d.													0.52	
Tsinanfu ... d.							13.16					34.52		Tanyang ... d.													2.41	
Tientsin Central a.												36.23		Changchow ... d.													3.53	
Do ... d.							21.20					38.54		Wushih ... d.													4.58	
Tientsin East ... a.							22.05					40.25		Soochow ... d.													6.26	
Do ... d.							22.05					42.56		Nansiang ... d.													6.50	
Peking ... a.							23.00					44.27		Shanghai North a.														
							23.00					46.58																

Woosung Forts to Shanghai North—Up														Shanghai North to Woosung Forts—Down															
(Branch Line)														(Branch Line)															
STATIONS	Local	Fast	Local	3rd & 4th Local	S.N.L. F.P.L. Exp. Mail	3rd & 4th	Local	S.N.L. F.P.L. Exp.	Local	Fast	Local	Local	Night Express M.S.	STATIONS	Local	Fast	Local	Fast	Local	3rd & 4th Local	3rd & 4th	Fast	Local	Local	Express	Local	T.P.L. Mail	S.N.L. Night Express F.P.L. Exp.	
Woosung Forts d.	6.45	8.15	9.40	11.05	12.30	13.55	15.20	16.45	18.10	19.35	21.00	22.25	23.50	1.15	Shanghai North d.	6.00	7.30	9.00	10.25	11.50	13.15	14.40	16.05	17.30	18.55	20.20	21.45	23.10	0.35
Kiangwan ... d.	7.10	8.40	10.05	11.31	12.55	14.20	15.46	17.10	18.35	20.00	21.25	22.50	0.15	1.40	Tientsin ... d.	6.03	7.35	9.05	10.30	11.55	13.20	14.45	16.10	17.35	19.00	20.25	21.50	23.15	0.40
Tientsungan ... d.	7.16	8.46	10.11	11.37	13.01	14.26	15.52	17.16	18.41	20.06	21.31	22.56	0.21	1.46	Kiangwan ... d.	6.12	7.42	9.12	10.37	12.02	13.27	14.52	16.17	17.42	19.07	20.32	21.57	23.22	0.47
Shanghai North a.	7.20	8.50	10.15	11.41	13.05	14.30	15.56	17.20	18.45	20.10	21.35	23.00	0.25	1.50	Woosung Forts a.	6.15	8.06	9.35	11.00	12.45	13.50	15.15	16.40	18.05	19.30	20.55	22.20	23.45	1.10

R. Restaurant Cars

* These additional trains run each Saturday and Sunday

S. Sleeping Cars

R. Restaurant Cars.

* These additional trains run each Saturday and Sunday

S. Sleeping Cars

Shanghai-Hangchow-Ningpo Railway Abridged Time Table.

Down Shanghai North-Zahkou (Main Line)										Zahkou-Shanghai North Up.									
STATIONS		Fast Local	Ex-press R.	2nd 3rd & 4th	Local	Fast R.	Fast Local	Local	Night Ex-press R.	STATIONS		Local	Fast Local	Ex-press R.	2nd 3rd & 4th	Fast R.	Local	Fast Local	Night Ex-press R.
Shanghai North dep.		..	8.01	9.00	..	13.20	15.35	..	19.15	Zahkou d.		..	..	7.15	8.40	13.20	..	15.05	18.00
Jessfield dep.		..	8.15	9.16	..	13.36	15.51	..	19.30	Hangchow d.		..	..	7.40	9.15	13.50	..	15.35	18.25
Sticawel dep.		..	8.21	9.23	..	13.43	15.58	..	19.36	Changgan d.		..	..	8.29	10.45	15.00	..	16.50	19.14
L'hw Junction dep.		..	8.35	9.40	..	14.00	16.15	..	19.50	Yehsah d.		..	..	9.00	11.53	15.37	..	17.32	19.45
Shanghai South dep.		..	8.01	9.06	13.30	15.35	15.45	17.35	19.30	Kashing d.		..	7.15	9.39	12.50	16.24	..	18.10	20.24
Lungwa Junction arr.		..	8.2	9.23	13.43	15.45	16.08	17.53	19.53	Kashai d.		..	7.39	10.02	13.26	16.52	..	18.40	20.46
Sungkiang dep.		..	9.14	10.50	..	14.46	17.10	..	20.29	Lungwa Junction d.		8.37	9.37	11.37	15.58	18.49	19.47	..	22.57
Kashai dep.		..	10.01	11.57	..	15.43	18.08	..	21.16	Shanghai South a.		8.55	9.55	11.55	16.10	19.00	21.05	..	22.45
Kashing dep.		7.05	10.31	12.40	..	16.16	18.30	..	21.46										
Yehsah dep.		7.45	11.02	13.32	..	16.56	..	..	22.17										
Changgan dep.		8.31	11.36	14.23	..	17.40	..	..	22.51	L'hw Junction d.		..	9.39	11.32	15.50	18.40	..	..	22.22
Hangchow dep.		9.43	12.30	16.00	..	18.50	..	..	23.45	Sticawel d.		..	9.49	11.40	15.59	18.49	..	..	22.30
Zahkou arr.		10.05	12.45	16.30	..	19.10	..	..	24.00	Jessfield d.		..	9.56	11.46	16.06	18.56	..	..	22.35

MOKANSHAN—AN IDEAL SUMMER RESORT

THE MOKANSHAN RAILWAY HOTEL has the following SPECIALTIES:—

- (1) Good Cuisine and service
- (2) Comfortable Rooms with Adjoining Bath Rooms.
- (3) Moderate Rates
- (4) Electric Lights
- (5) Telephone, and Telegraphic Communications
- (6) Pure Spring Water
- (7) Beautiful views
- (8) Tennis Courts
- (9) Swimming Pool
- (10) Children's Play Ground.

For Rooms apply to the Mokanshan Railway Hotel Manager.

Traffic Manager.

of any plan to use these planes for military purposes or any connection with military leaders. Defendant's testimony was, moreover, given in a frank and straightforward manner and bore the stamp of truthfulness.

It must also be remembered that the offense with which defendant is charged is "exportation to China," and that would seem to have been completed upon the landing of the planes at Shanghai. For the word "export" as used in the statute has a well defined meaning in American law. It signifies transfer from one country to another. As was observed by Mr. Justice Brewer:

"Whatever primary meaning be indicated by its derivation, the word 'export', as used in the Constitution and laws of the United States, generally means the transportation of goods from this to a foreign country."²

Hence transshipment between points within the same country is not "exportation."⁴ The Supreme Court has even found

"it impossible to say that goods carried from New York to Porto Rico can be considered as 'exported' from New York within the meaning of that clause of the Constitution."⁵

It follows that whatever part defendant may have taken in effecting the shipment from Shanghai to Hankow it did not constitute "exportation" and could not have been a violation of the act.

Again it seems clear that the defendant was not the responsible party in the original exportation, but was little more than an intermediary between the vendors, the Curtiss Aeroplane & Motor Corporation, and the purchasers. Besides, that act was effected, as we have seen, under the sanction of the Secretary of State.

Furthermore the resolution penalizes only the exportation of "arms or munitions of war." It is clear, therefore, that in order to support a conviction the prosecution must establish beyond all reasonable doubt that the machines in question are "arms or munitions of war."

Now it is obvious that many articles might be used for military purposes which are capable of perfectly pacific uses. There are indeed certain instruments, such as artillery and poison gas, which for practical purposes might be termed exclusively military. But aeroplanes are not of this character. They are quite as often used for commerce or other purposes as for warfare.

The prosecution offered no evidence whatever to the effect that these particular aeroplanes were of a military type or were designed or constructed for use in warfare. On the other hand no less than three witnesses, all of whom were experienced in aviation, testified that the planes in question were not warplanes, that they were too slow for bombing purposes and were built entirely for commercial use.

It seems clear, therefore, that an essential ingredient of the offense charged has not only not been proved but has actually been disproved and this fact has an important bearing upon the question of intent; for if the planes were not of a military character, the probability of the defendant, or any one else connected with the transaction, having any intention to dispose of them for military purposes is greatly reduced. In any case we cannot think it was the purpose of the Congressional Resolution, above quoted, to penalize the sale of articles designed primarily for commercial purposes merely because they might fall into the hands of the military.

The defendant is entitled to the presumption of innocence and the case against him must be established beyond reasonable doubt.⁶ It is not claimed that there is any direct evidence of intention on his part to violate

the law. The sole reliance is upon circumstances; but circumstantial evidence must be such as to exclude every other reasonable hypothesis than that of guilt.⁷ The circumstances here fall far short of any such effect. We find in them nothing which may not be explained on perfectly innocent grounds and nothing which proves that defendant was engaged in any other than an enterprise which would have been beneficial to his own country as well as to China. He is accordingly acquitted with costs *de officio*.

In committing the defendant to this Court, the Consular judge included the following provision in his order:-

"And I do further enjoin the delivery of the aeroplanes pending instructions from the United States Court for China as to their disposition."

If a Consul may issue an injunction at all (which we do not now decide) he can do so only in a civil cause and upon a proper complaint⁸ setting forth a case for such relief. Such an order cannot be issued as the result of a mere preliminary hearing in a criminal case.

The said order is accordingly declared to be of no effect.

IN H.B.M. SUPREME COURT FOR CHINA

SIDNEY JOHN POWELL, PETITIONER, vs. CATHERINE AGNES POWELL, RESPONDENT, ERIC ANTHONY SYKES, CO-RESPONDENT.

(D. 2 P. 1922; decided February 9, 1923)

SYLLABUS

(By the Editor)

1. **Domicil** may now be acquired by British subjects in China.
2. **Id.**: THE PRESUMPTION is against the acquisition of such domicil but the tendency is to lessen that presumption.
3. **Id.**: EVIDENCE reviewed and found sufficient to establish such domicil

SIR SKINNER TURNER, C. J.:

In this matter, the petitioner alleges a domicil in China. It is necessary to prove this in all divorce suits in this Court and prove it strictly, as has been insisted upon in every case heard under this jurisdiction. It is clear law that the jurisdiction to dissolve marriage depends upon domicil; if the parties are not domiciled in China, there is no jurisdiction to entertain the suit; hence I myself demand that this matter be heard and determined first, before the facts of any case are gone into. And I think that a reason why this full and adequate proof of domicil is demanded is not far to seek. There is abundant authority for the proposition that there is a presumption against the acquisition of a domicil of choice in a non-Christian or Oriental country. I need only refer to the opinions of the Law Lords¹ and to the judgment of Sir H. de Sausmarez in the Mackay Will case (Tientsin); and I am not surprised to find that such is the position. The general desire to return "home" after a sojourn in the East is almost universal; the differences in the customs, laws, religions and manners of the people of Oriental or non-Christian countries are so marked that it is not surprising that such a presumption exists. Hence, for this reason alone, I shall require strict and complete proof of domicil when it is alleged to be in China. I want to clear out of the way one matter: "domicil" does not affect "nationality"; a man remains a British subject even if his domicil is in China, and a British subject with a domicil here remains subject to the jurisdiction of this Court exactly as he was before, and owes the same allegiance to the British Crown as he whose domicil remains in England or Scotland. I am not going to attempt a definition of domicil; at all events it means that a man residing in a foreign country elects to make that country his permanent home for an unlimited time. If the fact of residence is proved and his intention to remain proved, "domicil" can be inferred. This matter is the more difficult for most of the decided cases refer to the domicil of a deceased person when intention has to be inferred from facts or statements. This was pointed out very clearly in the judgment of Lord Penzance:

7. U. S. v. Osote, 1 Extrater. Cases, 782.

8. Cyc. XXII, 924.

1. Casdagli v. Casdagli, L. R. (1919) A. C. 145.

2. Sampson v. Peaslee, 20 How. (U. S.), 571, 15 L. ed. 1022.

3. Swan & Finch v. U. S., 190 U. S. 143, 47 L. ed. 984.

4. *Fed.* Woodruff v. Parham, 8 Wall. (U. S.) 123, 19 L. ed. 382 (cit. 21 SCt 762, 46 L. ed. 128); Patapco Guano Co. v. Board of Agriculture, 171 U. S. 345, 350, 18 SCt 862, 43 L. ed. 191; Pittsburg, etc., Coal Co. v. Louisiana, 156 U. S. 590, 600, 15 SCt 459, 39 L. ed. 544.

Michigan. People v. Walling, 53 Mich. 264, 18 N. W. 807, 810.

Nevada. Ex parte Martin, 7 Nev. 140, 142, 8 Am. Rep. 707.

Pennsylvania. Rothermel v. Meyerle, 136 Pa. 250, 20 Atl. 583, 586 9 L. R. A. 366.

5. Dooley v. U. S., 183 U. S. 151, 46 L. ed. 128.

6. U. S. v. Martin, 1 Extrater. Cases, 555.

"Most of the cases of domicile occur after the death of the party, and the Court has therefore to infer from the character of the residence in a particular country to which he has removed himself, from the ties that he has created for himself, from the property that he has acquired, the obligations that he has entered into in connection with the new country. The Court has to determine the fact that he has really *chosen* to reside there, as Lord Westbury puts it, 'for an indefinite period as his home'; and if this were a case in which Mr. Wilson (the petitioner alleging a domicile of choice in England) were dead, and the Court had nothing to go upon but the fact of his residence here, and the way in which it arose, I do not think there would be enough to enable the Court to come to the conclusion that he had taken up his domicile in this country."²

There is now no legal impossibility in a British subject acquiring domicile in China—an extraterritorial country.³ I cannot shut my eyes to the fact that there are British subjects who are domiciled in China; already two divorce cases have been tried and one decree made; and the jurisdiction in divorce was granted because it was known that there was a need for it, once the legal difficulty created by the decision *In re Tootals Trusts* had been got over.

I start this enquiry then with a presumption against this acquisition, but there is no doubt that that presumption can be overcome. Here what is the evidence? Mr. Powell came to China as a professional man some twenty years ago and has remained here, save for two visits to England, ever since. He carries on his profession here and has no ties or business relations with England (his domicile of origin); he owns no property in England, save a bank account which is used for the payment of subscriptions to such institutions as the Institute of Civil Engineers, the Royal Geographical Society, etc. His visits to England were for business purposes only and on the second one (in 1914) his wife was left behind him in China. His children were educated in England; and one has returned and is now in China while the other is employed in the A.P.C. He swears it is his intention to remain here permanently, and he called a witness to speak of his statements to that effect.

Now his word is not conclusive proof of the fact and if there are circumstances in the case which show that what he says is not true or not likely to be true they may influence the Court in its conclusions. It is true that this case is undefended; no cross-examination has been made of the petitioner on this point; but is there any reason why I should not accept his account of his position here and his intentions? I confess I see none; and therefore in this case I hold that Mr. Powell has proved his domicile in China and that therefore I have jurisdiction to try this case. I only want to add this: Every case must turn on its own facts; domicile of choice is a question of fact; the inference which the Court draws from such facts as are proved before it and as I read the opinion of the Law Lords in *Casdagli's* case, especially that of the Lord Chancellor, the safeguards which surround British subjects in China tend to lessen the presumption against the acquisition of a domicile in China rather than to increase it.

The case must proceed.

SHANGHAI MUNICIPAL COUNCIL, PLAINTIFF, v. JAY ELMONT AND MRS. JAY ELMONT, DOING BUSINESS AS CO-PARTNERS AS "ELMONTS"

(Cause No. 2056; decided February 14, 1923)

SYLLABUS

(By the Court)

1. **Married Women** in this jurisdiction are empowered to contract "as fully and freely as if they were unmarried."
2. **Id.** A contract made by a married woman is "deemed to be made with reference to her estate."
3. **Id.** MEDICAL SERVICES rendered a married woman at her request are chargeable against her estate in the absence of a contrary understanding.

E. T. Maitland, Esquire, for plaintiff.

Messrs. Williams, Franklin & Faison, by Mr. Faison, for defendants.

LOBINGIER, J.:

This is an action against a husband and wife for medical services rendered to the latter at the Victoria Nursing Home, an institution supported

and controlled by plaintiff. The husband answers admitting liability and confessing judgment for the full amount asked. The wife in her answer "denies that part of paragraph 2 (of the complaint) which alleges that she is indebted to plaintiff," but at the trial her counsel offered the following:

"Defendants admit the rendering to Mrs. Jay Elmont of the services alleged in the complaint and the value thereof and admits the liability of the defendant, Jay Elmont, but denies that of Mrs. Jay Elmont."

Defendants' counsel relies upon the wife's common law exemption from suit and claims that notwithstanding the Married Woman's Property Act, legislation is necessary to render her separate estate liable for family necessities which it is contended include the present claim. But Congress has enacted that:

"Married women shall have power to engage in any business, and to contract *** as fully and freely as if they were unmarried."

This provision has been frequently construed by the District of Columbia Court of Appeals and has been given a fairly literal interpretation. Thus it was observed in one case²

"If the appellant were unmarried, there could be no question of her liability."

And the Court then proceeded to find a corresponding liability even though appellant *was* married.

So in the case at bar if the female defendant had gone, as an unmarried woman, to this institution and requested and received the services now sued for, there could have been no question of the liability of her estate and the purpose of the provision above quoted seems to be to place her in exactly the same situation.

Again the complaint describes the defendants as "doing business as co-partners as 'Elmonts'." That description appears also on the summons, and is taken up and repeated in the answer of both defendants. In several jurisdictions having statutory provisions like the above, it has been held that married women may enter into partnerships³ (even with their husbands)⁴ and thereby become liable for goods or services furnished the members.

Counsel contends, however, that something more is necessary than the implied promise to pay which arose from defendant's acceptance of the services and that it was necessary that the wife should have expressly charged her separate estate. That is the rule in some jurisdictions,⁵ but in this, such necessity appears to be removed by another section of the same enactment which provides

"every contract made by a married woman which she has the power to make shall be deemed to be made with reference to her estate," etc.⁶

In other words the presumption which obtains in the other jurisdictions mentioned, that the wife does not bind her separate estate, seems here to be reversed and such liability is presumed unless the contrary appears. In the present case the wife offered no evidence other than the admission above quoted and there is consequently nothing to overcome the presumption which the statute seems to impose.

On the whole we are satisfied that the legislation for which counsel contends has been actually extended to this jurisdiction and we must accordingly find that both defendants are liable for the claim in question.

It is, therefore, considered and adjudged that the plaintiff have and recover from the defendants and each of them the sum of Taels 762.70 together with costs.

1. Act of Congress, March 3, 1901, 31 U. S. Stats. at Large, Sess. II, Chap. 854, sec. 1155.
2. *Sonnemann v. Loeb*, 11 App. D. C. 143.
3. *Norwood v. Francis*, 25 App. D. C. 463.
4. *Fed. Bernard & Leas Co. v. Packard & Calvin*, 64 Fed. 309.
Ga. Burney v. Savannah Grocery Co., 98 Ga. 711, 25 S. E. 915.
Ia. Hoaglin v. Henderson, 119 Ia. 720, 94 N. W. 247, 61 L. R. A. 756, where an illuminating opinion was written by McClain, J.
Vt. Lane v. Bishop, 65 Vt. 575, 27 Atl. 499.
5. *Cyc. XXI*, 1446.
6. Act of Congress, March 3, 1901, 31 U. S. Stats. at Large, Sess. II, Chap. 854, sec. 1156.

2. *Wilson v. Wilson*, Law Reports 2, Prob. & Div. 443.

3. *Casdagli v. Casdagli*, Law Reports (1919) A. C. 145, 1 Extrater. 104

BANQUE INDUSTRIELLE DE CHINE, PLAINTIFF, v. SONN BROTHERS IMPORT & EXPORT CO., DEFENDANT.

(Cause No. 1939; decided February 15, 1923)

SYLLABUS
(By the Court)

1. **Contracts:** The limit for delivery in a contract of sale cannot be extended except by agreement express or implied.
2. **Id.: EXCHANGE.** A contract for the sale of exchange is governed by the same rules as those relating to other commodities.
3. **Id.: THE MEASURE OF DAMAGES** for the breach of such a contract is the difference between the contract price and the market price at the time of delivery.

H. D. Rodger, Esquire, for plaintiff.

Meurs. Schuhl & Schoenfeld, by Mr. Schuhl, for defendant.

LOBINGIER, J.:

Plaintiff sues to recover for losses on an "exchange contract" evidenced by the following instrument later confirmed by the defendant:

CREDIT "A"

		Shanghai, 3. 3. 1921	
BOUGHT FROM THE BANQUE INDUSTRIELLE DE CHINE.			
Purchase	Amount	Usance	Rate Delivery
Sonn Bros.	G. \$5,000 F. \$5,000. Tls. 8,658.01		\$7-3/4 up to December
No. 1520	Entered for—	(Sd.)	L.L.D. Zutter. Broker.

Defendant did not accept delivery in December and plaintiff's manager testifies that the loss at the end of that month would have been Tls. 1,713.57, but that he allowed the contract to continue until June 22, 1922 when he instructed plaintiff's accountant to advise defendant that the contract was terminated and that the loss at that time was Tls. 2,288.58, for which amount plaintiff asks recovery.

There is no satisfactory evidence of any agreement to extend the contract beyond December. It is true that defendant did not notify plaintiff that cancellation was desired at that time, but such notice was unnecessary as the memorandum itself fixed the limit as "up to December." Nor is the evidence sufficient to prove a general custom among even all banks to continue such contracts without contrary notice, even if such a custom could take the place of an actual agreement. We must, therefore, regard the contract as breached by defendant at the end of December.

The sole remaining question is the amount of the damages, plaintiff claiming the loss as of June 22 and defendant admitting liability for the loss in December. Plaintiff's counsel cites authorities¹ that recovery upon an indebtedness in the currency of another country should be fixed at the rate of exchange prevailing at the time of judgment; but we do not consider that to be quite this case. Here defendant contracted to purchase, as a commodity, the currency of its own country and we have already held² that such a contract is governed by the ordinary rules of purchase and sale. Now one of these rules is that fixing the measure of damages which this Court has adopted,³ as regards such a contract, as the difference between the contract price and the market price at the time and place of delivery.

In this instance, as we have seen, the time of delivery was "up to December" and if plaintiff is given the benefit of the entire month, its loss, as we have also seen, would amount to Tls. 1,713.57. We do not think that it can change the rule as to damages or increase the amount thereof by failing to sue promptly and we must, therefore, find that its recovery is limited to the amount of loss at the latest period for delivery under the contract.

It is accordingly considered and adjudged that plaintiff have and recover from the defendant the said sum of Tls. 1,713.57 together with costs.

1. *Fed. Smith v. Shaw* (1808), 2 Wash. C. C. 167, *Fed. Cas.* No. 13107
Md. Marburg v. Marburg (1866), 26 Md. 8, 90 Am. Dec. 84.
Capron v. Adams (1868), 28 Md. 529.
N. Y. Robinson v. Hall (1864) 28 How. Pr. (N. Y.) 342
Pa. Lee v. Wilcocks (1819) 5 Serg. & R. (Pa.) 48.
Wis. Hawes v. Woolcock (1870) 26 Wis. 629.

Contra:

Lebeaupin v. Crispin (1920) 2 K. B. (Eng.) 714.
 89 L. J. K. B. N. S. 1024.
Di Ferdinando Case, (Eng.) Court of Appeal
 (89 L. J. K. B. N. S. 1039, 11 A. L. R. 358).
Ezra v. Glemby, *ante*, p. 122.
Yu Yee Chuan v. Shippers Commercial Corporation, *ante*, p. 236;
H. E. Railton & Co., Ltd. v. Sonn Bros., Inc., *ante*, p. 453.

L. VAN DER STEGEN, DOING BUSINESS UNDER THE FIRM NAME AND STYLE OF THE BELGIAN TRADING CO., PLAINTIFF v. NEUSS, HESSEIN & CO., DEFENDANT.

(Cause No. 1032; decided February 16, 1923)

SYLLABUS

(By the Court)

1. **Contracts:** The doctrine of *Sherbinin & Co. v. United States Trading Co.*, *ante* p. 391, reaffirmed.
2. **Id.: ASSIGNMENT.** In this jurisdiction the assignability of contracts will be upheld in the absence of some controlling reason to the contrary and an admission that a contract was "assigned" includes the element of proper assignment.
3. **Id.: PERFORMANCE.** An averment that the vendee has refused delivery and payment renders further averment of performance of the vendor unnecessary.

Meurs. Davies & Bryan, by Mr. Bryan, for the demurrer.

Meurs. Fessenden & Holcomb, by Mr. Fessenden, contra.

LOBINGIER, J.:

This is a demurrer to an amended complain, claiming damages for failure to accept delivery of a quantity of egg products. A demurrer to the original complaint has already been overruled.¹ The most important ground of the demurrer is that which challenges the very existence of a contract between the parties. The complaint alleges that they "entered into a contract" and that "a memorandum *** duly made and signed by said defendant *** is herewith annexed" (par 4). The memorandum referred to recites

"We confirm our conversation of yesterday with your good selves and beg to state, as you are already aware, we have bought from you as per our letters of January 16th and 28th respectively (here follows a description of the commodities)... ***In addition to the above we have closed with you yesterday for account of our New York firm (further description follows)". (Ex. A)

In demurrant's brief this memorandum is referred to as "the offer" but the complaint does not so allege and it will be seen that the document itself does not purport to be an offer but is rather the recital of an acceptance. Such being the case it is unnecessary to inquire whether further negotiation passed between the parties relative to different conditions provided these were not actually embodied in the contract.² The same reasons which render the memorandum sufficient as an acceptance likewise enable it to satisfy the Statute of Frauds, the averment that it "was duly made and signed by said defendant" being admitted by the demurrer.

Subsequent to the formation of the contract it is alleged that this and other choses in action belonging to the second vendor, who was trading under the name of "the Belgian Trading Company" were "sold and assigned, transferred and delivered to" one of them, who is the plaintiff. It is objected that such a contract is not assignable, but we should be loath to adopt a rule which would limit the assignability of contracts in a jurisdiction where that subject is as important as here, nor does such limitation seem necessary under the authorities which we are obliged to follow.³

As to the objection that it is not alleged that the assignment was in writing or with notice, it would seem sufficient that the demurrer admits the averment that this chose in action sued upon was "assigned." In the absence of a motion to make the averment more definite and certain by stating whether or not it was in writing and with notice, that would seem to include the admission that the assignment was a proper one. Had the demurrant not intended such admission it should have presented a motion calling for particulars. Moreover, it would seem at least doubtful if we would be justified in requiring notice in this jurisdiction.⁴

It is finally suggested that plaintiff does not sufficiently allege performance. Par. 6 of the amended complaint reads "that defendant in breach of said contract has refused and still refuses to accept delivery and pay for said" goods "and that plaintiff has at all times been ready, able and willing to carry out and perform said contract and has offered so to do." Delivery by plaintiff would constitute performance but

1. See *ante*, p. 183.2. *De Sherbinin & Co. v. U. S. Trading Corporation*, *ante*, p. 3913. *In re Niagara Radiator Company*, 164 Fed. 102, explaining *Arkansas Valley Smelting Co. v. Belden Mining Co.*, 127 U. S. 379, 32 L. ed. 246.4. *Young v. Upson*, 115 Fed. 192; *Knickerbocker Trust Co. v. Coyle*, 139 Fed. 792. Cf. *Corpus Juris* V, 934, 935.

defendant's refusal, which is admitted, rendered performance impossible and made it unnecessary to allege more.⁵

On the whole we are of the opinion that while the second amended complaint might have been subject to a motion in certain particulars it is good as against demurrer and this latter is accordingly overruled and defendant is given ten days to answer.

PERCY R. MOORE, APPELLANT, v. THE FAR EASTERN TRADING CO. INC., APPELLEE.

(Cause No. 1792; decided February 21, 1923)

SYLLABUS

(By the Court)

1. **Appeal:** STARE DECISIS. The doctrine of *Katz v. Barkovitch*, 1 Extrater. Cas. 205, applied.
2. **Id.:** TIME. The requirement that "appellant must set forth his reasons" within five days after judgment is jurisdictional and cannot be waived by the parties.
3. **Id.** Reasons for relieving appellant from compliance with such requirement must be clearly proved.

Messrs. Schuhl & Schoenfeld for appellant.

Messrs. Rodger & Haskell for appellee.

LOBINGIER, J.:

This is an attempted appeal from a judgment, rendered by the Commissioner in favor of the appellee on August 17, 1922, and notified on the same day to both parties, reading as follows:

"The evidence submitted in this cause shows that the parties herein entered into a contract whereby the plaintiff was to furnish a certain amount of aspin logs to the defendant at Shanghai at a stipulated price. Numerous letters were written between the parties and a written contract was finally presented to the plaintiff by the defendant. This contract was not acceptable *in toto* to the plaintiff who made certain changes and submitted his terms to the defendant by a subsequent letter. It further appears that these changes were acceptable to the defendant as the evidence shows that it forthwith deposited a native order for \$2,000.00 with the Russo-Asiatic Bank on the 12th of January, 1922, due in ten days from date in accordance therewith. The evidence further shows that the conditions stipulated in this native order were in full force and effect on and after January 23, 1922.

"The first question arising in this case is whether the defendant breached its contract by not complying with the strict terms thereof relative to depositing the amount required in the contract within due time. As the original contract made by the defendant was not acceptable to the plaintiff and he saw fit to change the terms of same, a new one was in fact then presented by the plaintiff to the defendant and would not come into force and effect until the latter had accepted its terms. The Court is of the opinion that the contract therefore was consummated on the actual payment of the money into the Russo-Asiatic Bank on January 23, 1922.

"In any event whether the deposit was made on January 12 or on January 23, 1922, the evidence fails to show that the plaintiff suffered any hardship due to this delay, as it nowhere appears that he made a call upon the bank for this money to use for his purchase price of the logs at Vladivostok.

"From the foregoing, the Court fails to find that the defendant is guilty of any breach of this particular condition precedent.

"The second question under consideration is whether the plaintiff has complied with the terms of contract. This we think not. The plaintiff has by direct stipulation in the contract agreed to deliver a certain amount of logs not later than February 20, 1922. Time therefore is the essence of this contract, and the plaintiff is bound to comply with the strict terms thereof unless he shows that some specified act of the defendant prevented him from delivering the logs in due time, or that some of the contingencies as mentioned in his letter of January 11 intervened. Evidence of this character was not submitted so it is to be taken that such conditions did not exist.

"From further evidence submitted, the logs in question did not arrive in Shanghai until the latter part of April 1922, or nearly two months after the time limit had expired. This fact constitutes a sufficient ground for defendant to refuse to take the logs under the terms of the contract, as the delay in delivering for such a length of time is clearly a breach of the contract by the plaintiff. It further appears that defendant tentatively offered to take the logs from the plaintiff under certain conditions after they had arrived in Shanghai.

"An effort was made by the plaintiff to comply with these conditions as submitted before he accepted them, but failing, the defendant then withdrew its offer. This, however, was an offer to make a new contract on the part of the defendant and was not binding on it until accepted by plaintiff. No evidence was introduced by either party to show that this contract was ever fully executed. It therefore never existed.

"Having fully considered the various questions herein involved, the Court finds judgment for the defendant and against the plaintiff, the latter to pay the costs of this action."

From a cursory examination of the record we are satisfied that it fails to disclose any reversible error. But were it otherwise we would be precluded from passing on the merits of the case for the reason that the appeal was not perfected in time.

On August 23 plaintiff filed a "petition of appeal" in which for the first time he "sets forth his reasons" as required in this jurisdiction as a condition precedent

to appeal. The same provision requires that this must be done "within five days after judgment" and the appellee on October 20 filed a motion to dismiss the appeal for non-compliance with said provision. Later appellee's counsel asked "leave to withdraw" said motion. But if the requirement as to time is jurisdictional, compliance therewith cannot be waived by the parties.

Now this Court has held that particular requirement jurisdictional.³ True, that precise word was not used but the requirement was declared mandatory and "in harmony with American procedure" which, on this point, has been summarized as follows:

"It is very generally held that the statutes which limit the time for appeals or proceedings in error are mandatory and jurisdictional, so that, in the absence of express provision to the contrary, when an appeal or proceeding in error is not taken and perfected, nor a writ of error sued out, within the prescribed time, it will be disallowed or dismissed, unless appellant or plaintiff in error can show some excuse which the court will deem a sufficient reason for relieving him from the consequences of his failure to comply with the law."⁴

Here no ground is even suggested for relieving appellant of compliance with this mandatory requirement and we have no alternative but to apply the rule last quoted.

The appeal is accordingly

DISMISSED

IN H. B. M. SUPREME COURT FOR CHINA

CALDBECK MACGREGOR & COMPANY, LIMITED

vs. ROBERT BRYDON WOOD.

(16 C. 1923; decided March 6)

SYLLABUS

(By the Editor)

1. **Contracts:** RESTRAINT OF TRADE. A covenant restraining an employee from entering into similar employment anywhere within the Far East for a term of ten years held unreasonable.
2. **Id.:** DIVISIBILITY. Even though such covenant is grammatically severable the Court will not seek for some clause which it can enforce.

M. Reader Harris, Esquire, for plaintiff.

R. N. Macleod, Esquire, for defendant.

SIR SKINNER TURNER, C. J.:

In this case Messrs. Caldbeck Macgregor & Co. Ltd., manufacturers of aerated waters, ask for an injunction restraining the defendant Wood from entering into certain employment in Shanghai as being a breach of a covenant entered into by him in June 1921. It is not denied that the defendant has entered into the employ of another manufacturer of aerated waters in Shanghai. The defendant pleads that the covenant sought to be enforced is too wide and unreasonable and therefore is not enforceable in law. The plaintiffs reply that even if the original covenant is too wide (as indeed they admitted) it can be severed and effect must be given to the severed part.

The facts are short. The plaintiffs are well-known manufacturers of these waters with a trade connection throughout the coast ports of China, up the Yangtze and West Rivers and in Hongkong. In their business they make use of certain secret recipes, which are dictated to the foreign employees in the factory and memorized by them. There are only some 5 other manufacturers of these waters in China. The plaintiffs' factory is in Shanghai. The defendant is now a man of some 50 years of age and 27 years in China. Originally at sea, he afterwards became manager of a steam laundry, the secretary of the Charity Organization Society and then manager of an hotel. In 1917 he joined the plaintiffs as an assistant manager in their factory here without any written agreement. At that time he had no peculiar qualifications for the manufacture of these waters. In June, 1921, he entered into a written agreement dating back to January 1920 to serve the plaintiffs as an assistant factory manager. He served under that agreement as an assistant manager and acting manager till the termination of his agreement, as provided, in 1922. He then obtained employment in the Electricity Department of the Shanghai Municipal Council and at the beginning of this year he entered into the service of Watsons Mineral Water Company, a Chinese corporation carry-

1. China Court Regulations (1864) sec. 41.

2. Corpus Juris XV, 844.

3. *Katz v. Barkovitch*, 1 Extrater. Cas. 205, in which the Court, per Thayer, J., says "The provision that 'appellant must set forth his reasons' within five days after judgment, is mandatory."

4. Corpus Juris III, 1066-1068.

5. Corpus Juris XIII, 728; *Yu Yar Chuan v. Shippers Commercial Corp.*, ante, p. 286.

ing on a rival business here in Shanghai. This is the breach complained of. He had previously asked the plaintiffs for sanction to do so and had been refused.

The material parts of the agreement are as follows:- It is made between the Company and the defendant as the "Assistant Factory Manager." The defendant was to serve in the capacity of assistant factory manager of the factory and works belonging to the Company at Shanghai for a term of 3 years. His remunerations are then set out, and there is a provision for termination of the agreement by the Company at any time on payment of three months remuneration. Then follows:-

"The Assistant Factory Manager shall during his continuance in the said employment obey all the lawful directions of the Company either in the conduct of the said business or otherwise in relation thereto and shall keep all accounts which they may require and should the Company desire his services in their General Wine business there or elsewhere instead of in the aforesaid Factory he shall undertake to conform to and obey their directions in any capacity in which they may require his services to the best of his ability. The Assistant Factory Manager shall not during the above mentioned term or any prolongation thereof or within ten years from the expiration thereof carry on or be concerned or interested in any capacity whatever or in any manner whatsoever whether for profit or otherwise and either in China, Hong-kong, Japan, Singapore or the Straits Settlements. And in case of any default in the observance of the terms of this clause he shall forfeit and pay to the Company the sum of twenty thousand dollars as ascertained and liquidated damages."

Then there is a provision for dismissal in case of incapacity, etc., and further provisions for the renewal of the agreement.

No suggestion is made of any compulsion on the defendant to sign such an agreement, but it is noteworthy that the defendant had served some 4 years without any agreement at all or any suggestion of a restraining covenant, and during that time he had learned the secret recipes of the plaintiffs and had had the same opportunities of getting to know their customers as existed from June 1921 till the end of his services in 1922.

As regards the restraining covenant itself, I have to construe it and then I am entitled to look at it in its entirety. It seems to me to be clear that it really refers to the business of distilling and manufacture of aerated waters. It is true that the wine business is mentioned but I hold that the like trade means a similar business to that really the object of the agreement, *i. e.* the aerated water business. It is, therefore, a covenant restraining the defendant from carrying on or entering an aerated water business or any other business for a period of 10 years in an area which practically covers the Far East, and such a covenant is on its face unnecessarily and oppressively wide. It would even have prevented him joining the Electricity Department of the Shanghai Municipal Council. True the plaintiffs do not seek to enforce it or make any claim so to do, but many recent cases have laid stress upon the duty of the Court in considering these covenants and the possibility of enforcing them or any part of them to start with the original covenant as a whole.¹ I start the consideration of this case then with the position that the plaintiffs have inserted in this agreement a covenant unnecessarily and unreasonably wide, which could never have been enforced under any state of the law and which they do not seek to enforce now. But what I am asked to do is to disentangle a valid and reasonable restraint from the invalid and unreasonable one and enforce that. This is what is known as the doctrine of severance and it may be stated thus:² No transaction having for its object the performance of an illegal act or one deemed to be contrary to public policy (*e.g.* a transaction contemplating an unreasonable restraint of trade) will be enforced. But when, in return for a lawful consideration, several distinct promises, some of which contemplate such an object and some do not, are made, the promises which do not contemplate such an object can be enforced (*note, not "will be enforced"*). And the Courts, holding that partial restraints of trade were *prima facie* valid and that it lay upon the covenantor to show that any

restriction was unreasonable, felt it their duty by means of a severance to bind him to such a restraint when reasonable. To take a very recent statement of this position:³

"If on the true construction of the covenant the Court is of opinion that it really consists of two or more separate covenants it *must* reject that which is too wide and enforce that which is free from objection."

But that statement of the law and of the duty of the Court has not always been accepted.

"It seems to me to be in accordance both with principle and justice that if a man seeks to restrain another from exercising his lawful calling to an extent which the law even as it now stands deems unreasonable, the contract by which he does so, whether grammatically severable or not, should be held to be void *in toto*. To hold otherwise seems to me to expose the covenantor to the almost inevitable risk of litigation which in nine cases out of ten he is very ill able to afford, should he venture to act upon his own opinion as to how far the restraint upon him would be held by the Court to be reasonable; while it may give the covenantee the full benefit of unreasonable provisions if the covenantor is unable to face the litigation."⁴

Up to that time then there was a difference of judicial opinion on the question which I put during the arguments in this case; assuming the original covenant to be severable, is the Court bound to enforce the unobjectionable part of it? But since those cases further judicial pronouncements have been made.⁵ It is clear that those two cases had modified the former theory of the law in these cases and the learned Lord Justice summarized these alterations as follows:

1. It is the covenantee who has to show that the restraint sought to be imposed upon the covenantor goes no further than is reasonable for the protection of his business.
2. The restraint must be not only in the interests of the covenantee but in the interests of both the contracting parties.
3. An employer is not entitled, by a covenant taken from his employee, to protect himself after the employment has ceased from his former servant's competition; although a purchaser of goodwill is entitled to protect himself against such competition on the part of his vendor.

And he deduced from these rules that previously accepted rules as to the doctrine of severance require careful application if not entire reconsideration.

The learned Judge proceeded to say that the cases in which Courts have severed these restrictive covenants when acting on the view that being *prima facie* valid it was their duty to bind the covenantor as far as permissible, were now obsolete, and that in his view severance where the covenant as a whole is invalid should not in the general case be allowed. That seems to me if I may respectfully say so, to be an accurate statement of the legal position today. Apart from the fact that the judgment is presumably binding upon me here just as it was stated to be binding on the Court of Appeal at home by Atkin, L. J., in one of the last cases on this subject.⁶ It is enforced by the views of Lords Moulton and Shaw in Mason's case and by those of Neville, J., quoted above. And the judgment itself was given shortly after the same learned Judge had agreed in confirming a lifelong restriction of a solicitor.⁷

In my view then the whole covenant, even if grammatically severable, is not one from which this Court should be astute to glean something which it can enforce. It is open to all the objections so forcibly pointed out by the two learned Lords mentioned and by Neville, J.

But in case I am wrong about this I must face the further question suggested by Younger, L. J., whether this is one of the special cases in which severance if possible should be allowed. The special circumstances alleged are two in number: (1) knowledge of the plaintiffs' customers and (2) knowledge of the plaintiffs' secret recipes. As to the customers it is not suggested in the evidence that the defendant came into contact with the customers themselves, but inasmuch as certain customers in Shanghai and other places were supplied direct from the factory it was urged that he

1. I need only refer to the judgment of Younger, L. J., in *Attwood v. Lamont*, L. R. 3. K. B. on p. 595.

2. I take this generally from *Jenks Digest*, Vol. 1.

3. *Peterson, J.*, in the *Ropeways case*, 1919, 35 T. L. R. 285.

4. *Neville, J.*, in *Goldsell v. Goldman*, L. R. 1914, 2. Ch. 613.

5. I refer to the case of *Attwood v. Lamont* in the course of which both cases mentioned above were considered. Here Younger, L. J., in a judgment concurred in by Atkin, L. J., which was thus the judgment of the Court, examined the law as laid down by the House of Lords in the well known cases of *Mason* (1913, A. C. 724.) and *Saxelby* (1916, A. C. 688).

6. *Clarke Sharp & Co. v. Solomon*, 1920, 37. T. L. R. 176.

7. *Dewes v. Fitch*, 1920, 2. Ch. 159, unanimously affirmed in the House of Lords, 1921, 2. A. C. 158.

became acquainted with their names. It was not even suggested that he knew or could have known the names of the other customers not supplied direct from the factory; much of the trade of the plaintiffs is carried on through their own branches and agencies but the plaintiffs have utterly failed to show that the defendant at the factory had or was likely to have any such communication with the customers during his employment as would render it possible for him on the termination of his employment to take away the plaintiffs' customers from them. As I read the cases it is not enough for the defendant merely to know the names of some of the customers; there must be something more than that and that something is entirely absent in this case. Then as to the secret recipes: I agree in an ordinary case that these are proprietary rights which might deserve protection, but what are the facts here? For something nearly approaching four years (1917 to 1921) the defendant was employed in this factory knowing the secrets and supplied with them by the plaintiffs and during all that time he was under no restrictive covenant at all. Why should this Court now be astute to disentangle the contract for the plaintiffs? I confess I can see no reason at all. And I therefore hold that assuming the covenant in question to be severable this is not a case in which the Court will exercise such powers of severance as it may have.⁸

I ought perhaps, as the matters have been argued before me, to express my opinion as to the other questions. The covenant is grammatically severable and similar covenants have been held severable; it is on the blue pencil theory possible to eliminate the words "and other" and "either" and "Hongkong, Japan, Singapore and the Straits Settlements" without such severance affecting the meaning of the part remaining. And I think this covenant was severable; it seems to me to be composed of more than one independent covenant. Then I do not think it can be said to be a covenant against mere competition *per se*; the admitted existence of trade secrets which ordinarily are the subject of protection helps me to that conclusion. At the same time I do not think this was a case where from the nature of the defendant's employment the only method by which the plaintiffs could obtain protection for that which they were entitled to protect was to prohibit the defendant's employment in China in any capacity whatever in any like business for a period of 10 years. And lastly I hold that restraint as to China alone is too wide.

I want to mention one other matter: it was suggested that rules of public policy may differ here from what they are in England. I do not agree. This Court administers the law of England and as part of it, its public policy.

Finally I wish again to thank Mr. Harris and Mr. Macleod for their arguments in this case and to say how much I have been indebted to them in coming to my decision.

There will be judgment for the defendant with costs.

IN RE ALBERT WILLIAM PONTIUS'S WILL.

(Cause No. 2121; decided March 14, 1923)

SYLLABUS

(By the Court)

1. **Wills** are none the less valid because executed in duplicate.
2. **W.**: PROBATE of one of two duplicate copies is permissible, especially where the other cannot be produced.

LOBINGIER, J.:

The deceased, who was the American Consul General stationed at Mukden, died on February 25, 1923, leaving the petitioner and three minor children and also certain personal property within the territorial jurisdiction of this Court. An instrument, of which the following is a copy, is now presented for probate as the last will and testament of deceased:

American Consular Service.
Last Will and Testament
of Albert W. Pontius
American Consul-General
at Mukden, China.

I hereby bequeath to my wife, Irene Gracie Pontius, all of my personal property and effects of any and every nature whatsoever, the disposition of such property and effects to be a right which is to rest solely with her.

I have the greatest trust and confidence that my wife, Irene Gracie Pontius, will exercise the best supervision in the care and welfare of our two minor children, Gordon Stuart and Anthony Hollis.

In witness whereof, I have on this day attached my signature

ALBERT W. PONTIUS

Dated at San Francisco, Cal, this 3rd day of November, A. D. 1919.

I hereby certify that the foregoing is a true and correct copy of the will made by me on the date aforementioned, the original will being kept by me.

ALBERT W. PONTIUS

San Francisco, Cal., Nov. 3, 1919.

The petitioner, who is the widow of the deceased, testifies that this instrument is in his handwriting and the necessity of subscribing witnesses is thus dispensed with. It purports, as will be seen, to be a "copy," but since it was made by the testator himself, it may be treated as a duplicate. Now a will in duplicate is none the less a valid instrument. As is observed by the leading English text writer² on the subject:

"Sometimes a testator for greater security executes his will in duplicate, retaining one part and committing the other to the custody of another person (usually an executor or trustee)"

That is what happened in the case at bar. This instrument, it will be seen, was executed in San Francisco and the duplicate copy now offered seems to have been forwarded to the testator's wife, then in England, who states that it has been in her possession since the beginning of December, 1919, the other duplicate copy being retained by the testator. It appears that the latter cannot now be found; but that fact affords no obstacle to the probate of the other duplicate. As was observed by an eminent New York Judge³:

"Where an agreement is reduced to writing in duplicate, each being exactly like the other, then there can be no reason to require a party, in proving such an instrument, to produce both. It is very common to execute leases and other instruments in duplicates, each party having one, and where they are precisely alike either party can come into court and produce the duplicate which he has, and prove it; and he need not prove or cause the production of the other. So if the same party has duplicate instruments executed for his own benefit and safety, each duplicate expresses the entire agreement of the parties, and either may be proved without the other. The same rule must be applicable to wills. Where the duplicates are exactly alike, each expresses and contains the will of the testator; and either may be proved and admitted to probate without the other. There can be no conceivable reason for proving both or for having both admitted to probate; and no authority in this country or England has been found which holds that in such a case it is necessary that both should be proved or admitted to probate."

The loss of the other duplicate copy having been proved, the instrument before us must be treated as the actual one and it appears from the evidence to have been executed when deceased was of sound mind and disposing memory and was intended by him as his last will and testament. We must find it entitled to probate as such.

The instrument, it will be seen, names no executor but that also is not a fatal defect, the chief consequence being the necessity of appointing an administrator *cum testamento annexo*⁴ and, as in the case cited, the petitioner, being the surviving spouse and the parent of the three minor children, is the natural one to be appointed.

It is, therefore, considered and decreed that the instrument above mentioned be and the same hereby is admitted to probate as the last will and testament of said deceased and that letters of administration *cum testamento annexo* issue to the petitioner upon her executing the oath and presenting a bond as required by law.

8. See *John Layton Co. v. Blomberg*, 1 Extrater. Cases, 818, Ed.

1. *In re Lucy Lucker's Will*, 1 Extrater. Cases, 626 and citations.
2. *Jarman on Wills* (6th Ed.) 123*. Cf. *Schouler on Wills* (3rd Ed.) Sec. 399.
3. *Earl, J.*, in *Crossman v. Crossman*, 95 N. Y. App. 145, affirming 30 Hun. 385.
4. *In re Lucy Lucker's Will*, 1 Extrater. Cases, 628.

UNITED STATES OF AMERICA, PLAINTIFF, v. MEYER
I. GREENSTONE, DEFENDANT.

(Cause No. 2006; decided March 16, 1923.)

SYLLABUS

(By the Court)

1. **Stare Decisis:** The doctrine of U. S. v. Boyd, ante, 247, re-affirmed.
 2. **Criminal Procedure:** The importance of consulting previous decisions before filing criminal complaints, emphasized.
- L. G. Hugar, Esquire, United States Attorney, for the prosecution.
M. L. Huen, Esquire, contra.

LOBINGIER, J.:

On January 8, 1923, an information was filed against the defendant charging that he

"did by false pretense, with intent to defraud, obtain from Bruno Arndt, a German citizen, Mex. Dollars four thousand seven hundred and fifty (\$4,750.00) in that the said Meyer I. Greenstone did induce the said Bruno Arndt to pay to the Cosmos Commercial Corporation Mexican Dollars four thousand seven hundred and fifty (\$4,750.00) by representing to the said Bruno Arndt that the said corporation was registered at the American Consulate General in Shanghai, China, and that the initial authorized capital stock of said Corporation had been increased from Mex. Dollars fifty thousand (\$50,000.00) to Mex. Dollars two hundred and fifty thousand (\$250,000.00) and that the said Meyer I. Greenstone had paid in to said corporation for stock Mex. Dollars seven thousand and five hundred (\$7,500.00), that one P. N. Wilkins had paid in for stock Mex. Dollars five thousand (\$5,000.00) and that one H. Klene had paid in for stock in said corporation Mex. Dollars twelve thousand five hundred (\$12,500.00) when in effect all of said representations were untrue."

After several continuances at the instance of those representing the complaining witness, followed by a motion for dismissal, filed February 17, supported by affidavits on the part of the defendant, the case was finally brought to trial on March 15. Upon the conclusion of the Government's evidence, which consisted mainly of the testimony of the complaining witness and certain documents, counsel for the defense renewed his motion to dismiss and the United States Attorney joined in the motion, saying:

"In my opinion the only written evidence to sustain the information is contained in the letter of September 11, 1922, addressed to Bruno Arndt and subscribed by the defendant. In that letter it was stated that the initial authorized capital was \$50,000.00 local currency. This has since been increased to \$250,000.00, divided into five thousand shares of \$50.00 each, fully paid and non-assessable and the corporation has been registered as an American corporation at the American Consulate General, Shanghai. The testimony developed that while the capital of said corporation had not been increased on September 11, still it was so increased on October 13, and that while the corporation had not registered at the American Consulate at Shanghai on September 11, it was so registered on October 9 and approved on October 21, 1922.

While these two statements contained in Government's Exhibit C are literally incorrect, the fact remains that a short time subsequent to the writing of said letter both were accomplished and in my opinion such an immaterial discrepancy was far from sufficient to convict the defendant in the circumstances. The statement made by the complaining witness, Arndt, that these three men, Greenstone, Wilkins and Klene, were said by the defendant to have invested \$7,500.00, \$5,000.00 and \$12,500.00, respectively, into the company prior to Mr. Arndt making his investment therein was not in writing and even if false and relied upon by the complaining witness as being the truth and constituting the inducement for him to make his investment in said corporation, it was not sufficient under the statute to warrant a conviction of the defendant."

In his examination of the complaining witness, the United States Attorney had developed the fact that the complaint had been filed in Tientsin without communication with him, and he stated further that had he been conferred with and been advised as to the nature of the evidence, the prosecution would not have been instituted.

During the examination referred to, the complaining witness, in reply to questions by the United States Attorney, testified as follows:

- Q Did you see anybody in Tientsin about this?
A Yes.
Q Whom did you see?
A I went to see Mr. Fuller, the Consul-General. I saw Mr. Smith, the Vice-Consul, the German Consul and the German Vice-Consul.
Q Confining ourselves to Mr. Fuller, the American Consul-General at Tientsin, it was he, I believe, who had a warrant issued for the arrest of the defendant?
A I made a statement to Mr. Fuller and Mr. Fuller thought it sufficient evidence on which to wire to Shanghai and ask the Court to arrest Mr. Greenstone***
Q You had a conversation with Mr. Fuller in Tientsin about the case and you laid before him all the facts which you have there (pointing to file in witness's possession)?
A Yes, in fact he was keen on getting to know all about it.
Q How do you mean?
A The minute I touched upon it and said I believed the business was not on a sound basis he wanted to know all about it. ***

- Q And you showed him the prospectus?
A Yes.
Q And you told him that was the only writing you had upon the subject?
A I told him it was the basis of my agreement.
Q Did you tell him of the conversations you had with Mr. Greenstone, when Mr. Greenstone told you that he and two other gentlemen had invested so much money?
A Yes.
Q And you told him you did not have any writing upon that?
A Yes. ***
Q Was it Mr. Fuller who suggested these proceedings?
A Yes.
Q Did you suggest it or want it?
A No, I wanted my money back. ***"

This conference is stated to have been on December 6, 1922.

More than three months previously this Court had rendered a decision,¹ which was duly published, applying the statute² referred to by the District Attorney which requires, in order to convict of the offense here charged, "some note or memorandum * * * in writing" of the alleged false pretense. Here the complaining witness frankly admits that he has nothing in writing as regards the alleged representations by the defendant as to payments into the corporation treasury by himself and other stockholders. The only written representations relied upon are those contained in a prospectus (Exhibit C) to the effect that the authorized capital had been increased from \$50,000.00 to \$250,000.00 and that the corporation had been "registered at the American Consulate-General in Shanghai." This latter, it is admitted, was applied for on October 9 and approved on October 21 while the former was accomplished on October 13, so that both statements are now correct. The prospectus in question bears date September 11 but it is admitted by the complaining witness that it had not been printed at the time he signed his contract and parted with his funds. Moreover, it is clear that he was fully aware, so late as October 1, that the corporation had not yet been registered, for under that date he gave defendant a memorandum (Exhibit 1) of items to be attended to, the second of which was "registration of corporation in the Consulate." It appears that the prospectus was prepared at the instance of the complaining witness and that several drafts of it were made before publication and it would seem that the recitals now complained of were prepared in part at least with reference to what the corporation expected to do and eventually did, rather than exclusively in connection with what had actually been done. It is well settled law and was clearly stated in the case above referred to, that in order to obtain a conviction for this offense "the pretense must be an effective cause in inducing the owner to part with his property."³ Here the evidence as to the written representations falls far short of such showing. A casual reading of the decision referred to would have shown that the facts of the present case bring it clearly within the doctrine of the former and that a conviction could not be sustained.

We ought not to close this judgment without referring to the hardship which has resulted, not alone to the defendant but also to the complaining witness, by ignoring the law. Defendant was arrested, in pursuance of the telegram mentioned by the complaining witness, on December 14. He gave bail shortly afterward but, owing to the difficulty of arranging for the attendance of the complaining witness, the case has been pending for more than three months, with consequent prejudice to the defendant in his business and reputation. His motion for dismissal on February 17 would have been granted could the facts have been placed before the Court as they are now; but the motion was presented on the eve of our departure for the Southern Circuit and it was impossible then to acquire this information in the proper way.

On the other hand the complaining witness appears to have been led into a course which has caused him considerable expense and annoyance without avail. His real purpose of recovering the amount invested in

1. U. S. v. Boyd, ante, 247.

2. Act of Congress of March 3, 1899, 30 U. S. Stats. at Large, Ch. 429, sec. 154, p. 1301.

3. U. S. v. Boyd, ante, 247 and 251, and citations.

this corporation must in any event be accomplished, if at all, in the civil action now pending. All of this hardship on both sides would have been avoided by reference to the Court's former decision.

The motion to dismiss is hereby

SUSTAINED.

WAY CHEONG & CO. LTD., PLAINTIFF, v. METHODIST
EPISCOPAL CHURCH SOUTH MISSION,
ET AL, DEFENDANTS.

(Cause No. 1998; decided March 17, 1923)

SYLLABUS

(By the Court)

1. **Statutes:** CONFLICT. Where two distinct pieces of legislation are in conflict the later prevails.
2. **Id.:** MECHANICS' LIENS. Under the later legislation of Congress on the subject, a supplier has no lien where nothing is due to the contractor to whom the materials were furnished.

Messrs. Haskell & Moss, by Mr. Haskell, for the plaintiff.

Messrs. Fessenden & Holcomb, by Mr. Fessenden, for the defendant.

LOBINGIER, J.:

This is a proceeding to foreclose a mechanic's lien alleged to have attached to a building owned by the principal defendant and partially erected under contract with it by another defendant to whom plaintiff furnished certain materials and labor which were used in the construction of the building.

The parties have entered into a stipulation as to the facts, from which it appears that the second defendant abandoned its contract of construction before the same was completed, and

"that at the time the said Stewart-Crane Co. Inc., breached and abandoned the said contract as aforesaid, the defendant had paid to Stewart-Crane Co. Inc., all and more than was due the said Stewart-Crane Co. Inc., and that at the time the notice of lien alleged in paragraph 8 of said complaint was filed there was no amount due, owing or payable under said contract by defendant to the said Stewart-Crane Co. Inc." (par. 11)

Notwithstanding such admission plaintiff alleges a lien on the entire building and grounds and asks for a sale thereof to satisfy its claim. Under the latest Act of Congress prevailing in this jurisdiction, however, such liens are "limited to the amount to become due to the original contractor."¹ It will be seen that there was nothing so due at the time of plaintiff's notice of lien.

Plaintiff's counsel, however, invokes an earlier Act² under which it is claimed that the lien should be satisfied notwithstanding there was nothing due from the contractor. But the time honored rule in applying conflicting legislation is that the later prevails.³

To the objection that the later act is inapplicable because it requires the filing of the lien in the office of "the Clerk of the Supreme Court of the District," whereas in the earlier Act filing was allowed with "the Recorder of the precinct," it would seem sufficient to say that neither office, under that exact title, exists in this jurisdiction. But it is the doctrine of this Court that legislation is not necessarily rendered inapplicable by lack of the precise institution originally provided for carrying it out.⁴ Thus a provision for filing papers "in the office of the clerk of the District Court" was held to be satisfied by filing same with the clerk of this Court.⁵ The Supreme Court of the District of Columbia is a Court of general and not appellate jurisdiction⁶ and its clerk corresponds as closely to the clerk of this Court as does the clerk of a District Court. Indeed we see no more of a departure from the original phraseology by such construction than by regarding an attaché of a Consulate as "the recorder of the precinct."

1. Act of Congress, March 3, 1901, 31 U. S. Stats. at Large, Sess. II, Ch. 854, sec. 1240.

2. Act of Congress, June 6, 1900, 31 U. S. Stats. at Large, Sess. I, Ch. 786, sec. 262 *et seq.* especially 265.

3. 36 Cyc. 1130; *In re San Juan's Will*, 1 Extrater. Cases, 937; cf. 286, Note 5.

4. *U. S. v. Osman*, 1 Extrater. Cases, 540.

5. *U. S. ex rel. Raven et al. v. McRae*, 1 Extrater. Cases, 656, 662.

6. District of Columbia Code, sec. 61.

As between these two pieces of legislation, therefore, it seems clear that the later prevails and it being conceded that under its terms no lien is now enforceable by plaintiff, we must find for defendant.

It is accordingly considered and decreed that plaintiff take nothing by its complaint and that defendants recover their costs.

KITTY REN, PLAINTIFF, v. AMERICAN
DRUG CO., DEFENDANT.

(Cause No. 2021; decided March 20, 1923)

SYLLABUS

(By the Court)

1. **Evidence:** PHYSICAL EXAMINATION. A Federal Court has no power to subject a party unwillingly to a physical examination before trial in a civil action.

Messrs. Haskell & Moss, by Mr. Moss, for the motion.

Messrs. Schuhl & Schoenfeld, by Mr. Schuhl, contra.

LOBINGIER, J.:

A motion is here presented by the defendant

"for an order directing Mrs. Kitty Ren, plaintiff herein, to present herself, on the 20th day of March, 1923, at a time and place designated by this Honorable Court, there to submit to a physical examination by certain physicians called to testify on behalf of the Defendant."

In support of this motion defendant's counsel has cited a number of authorities, all, however, from State Courts.

"But," as was observed by the Federal Supreme Court¹

"this is not a question which is governed by the law or practice of the State in which the trial is had. It depends upon the power of the National Courts under the Constitution and laws of the United States."

In the case cited the application was practically the same as this, but the Circuit Court denied it and the Supreme Court, after a full review of the authorities, declared:

"The order moved for, subjecting the plaintiff's person to examination by a surgeon, without her consent and in advance of the trial, was not according to the common law, to common usage or to the statutes of the United States. The circuit court, to adopt the words of Mr. Justice Miller 'has no power to subject a party to such an examination as this'."²

It does not appear that there has ever been any qualification of this doctrine. Indeed the principle upon which it rests had already been established in an earlier decision³ which has been followed by this Court in determining the rule applicable to the taking of depositions.⁴

The fact, therefore, that some of the State Courts have adopted a different practice has no significance for us. The Supreme Court's word is final in this tribunal and as it has expressly declared that a Federal Court "has no power" to grant such an application, we have no alternative but to deny it. The motion is accordingly

OVERRULED.

ON THE MERITS

(decided July 21, 1923)

SYLLABUS

(By the Court)

1. **Evidence.** PRESUMPTIONS. A party's non-production of available, pertinent evidence ordinarily raises the presumption that it would be adverse; but no such presumption arises from the mere failure to waive a legal right.
2. **Id.:** OBJECTIONS must ordinarily be made before answer and a motion to strike without having objected, comes too late.
3. **Id.:** **Id.** WAIVER. Objections are waived by producing evidence like that objected to.
4. **Id.:** EXPERT WITNESSES. Evidence found insufficient to show that the physician in question based his opinion partly on the history of the case.
5. **Id.:** THE BURDEN OF PROVING contributory negligence rests ordinarily upon defendant.
6. **Pleading.** CONTRIBUTORY NEGLIGENCE cannot be proved under a general denial.
7. **Negligence.** EVIDENCE reviewed and found sufficient to show that defendant had negligently manufactured and sold the mixture which caused the loss and discoloration of plaintiff's hair.
8. **Id.:** DAMAGES in such a case may be awarded for physical pain, mental suffering and, especially, for personal disfigurement.
9. **Id.:** EVIDENCE of such damage need not be of the same character as that required in order to show pecuniary loss.

Messrs. Schuhl & Schoenfeld, for plaintiff.

Messrs. Haskell & Moss, for defendant.

1. *U. P. R. Co. v. Botsford*, 141 U. S. 250, 35 L. ed. 734.

2. *Id.* 257 (740)

3. *Ex parte Fisk*, 113 U. S. 716, 22 L. ed. 1117.

4. *Erza v. Merriman*, 1 Extrater. Cases, 809.

LOBINGIER, J.:

The complaint in this cause, alleges

- "2. That the Defendant is engaged in the business of manufacturing, selling and dealing in medicines, chemicals and drugs.
3. That during June 1922, the Defendant had manufactured and had placed on sale to the public in Shanghai, China, a concoction or bottled mixture known as 'American Drug Coconut Shampoo' for use on the head of human beings.
4. That the said mixture was held out to the public as being beneficial to the hair and scalp and its use was free from any deleterious effect.
5. That during June 1922, the Plaintiff purchased a bottle of the said medicine and used the same according to the directions accompanying the same, and as a result was severely burned and injured on the scalp. The hair was permanently injured, its natural color destroyed and turned grey.
6. As a result of the above injuries caused by the use of Defendant's mixture, the Plaintiff has been damaged in the sum of Tls. 20,000."

The first three paragraphs above quoted are, in substance, admitted by the answer and it is not questioned that plaintiff purchased the bottle as alleged, but the injury and damage are denied and it is further averred that the representation of beneficial result

"was only made upon the condition that the said mixture was used according to the directions."

In her testimony, after stating that she applied the shampoo according to directions, plaintiff described the consequences as follows:

"Immediately upon this I had a stinging sensation in the head as though one thousand hot needles were penetrating the scalp. It felt as though it was burning.

- Q Did you suffer any pain?
 A Extreme pain.
 Q For how long?
 A For at least two weeks I was not able to put my head on the pillow.
 Q Did your hair ever fall out before?
 A No, my hair never fell out before.
 Q How much of your hair have you left?
 A At least two-thirds have gone.
 Q Did the color of your hair remain the same?
 A No, before it was a dark brunette—a raven color—after applying the medicine it turned red in spots—not all over.
 Q Any other color?
 A Since then it has turned grey.
 Q After applying the medicine how long was it before you could actually comb your hair?
 A It was at least two months.
 Q Was it possible for you to wear a hat?
 A I had to wear a light hat with absorbent cotton inside the crown.
 Q How long after applying this could you even put a hat on your head?
 A At least two months, because it formed scabs.
 Q Many of them?
 A Many.
 Q How big were they?
 A I could see through the mirror how big they were—about one-eighth of an inch to a quarter of an inch.
 Q All over your scalp?
 A Yes, but mostly in the front.
 I could not comb my hair for two weeks and then the hair turned color. About three days afterwards, it turned red and then as soon as I was able to comb my hair it came out in handfuls.
 Q In the nine months which have elapsed from the time this happened your hair has been coming out?
 A Yes.
 Q And you were suffering intense pain?
 A Intense." (II, 3, 4, 5** 6, 35, 29).

This recital of her condition is amply corroborated by disinterested witnesses. Mrs. Sheldon Tolles, wife of a Vice Consul of the United States, testified concerning plaintiff

- Q Did you see her hair before June, 1922?
 A The first time I saw Mrs. Ren I was very much aware of the fact that she had beautiful hair. I saw her on the train going from Chicago to Seattle. I did not know her then, but I remember her going into the dining room and never wearing a hat. It seemed unusual, but it was because she was proud of her hair, for which she had just cause. Later on I met her aboard ship on the way to Shanghai.
 Q Did you ever comb her hair?
 A I never combed her hair, but I have had it in my fingers and played with it.
 Q It was her own hair?
 A Absolutely.
 Q You have seen her hair now?
 A She had a great deal more.
 Q How much more?
 A At least two-thirds, or probably more. She had a heavy head of hair." (II, 43).

Mrs. Kitty Clement testified:

- Q What was the condition of Mrs. Ren's hair before June.
 A She had plenty of hair and it was very dark in color. **
 Q What condition was the scalp after June?
 A After applying the shampoo?
 Q Yes. What did you see on her head?
 A All blisters and red in spots.
 Q Anything peculiar about her hair?
 A Some streaks of reddish hair.
 Q What else did you notice about Mrs. Ren's hair?
 A Why, it all fell out afterwards.
 Q Before June did you ever see her comb her hair?
 A Yes.
 Q Did it fall out then when she combed it?
 A No.
 Q When after June—what month—did you first see her scalp?
 A Latter part of June.
 Q And did it have scabs on it?
 A Rather, Yes." (II, 57, 58, 59)

Miss Gudrun Hartman was interrogated regarding plaintiff

- Q Did you see her during the month of August, 1922?
 A Yes.
 Q Did you have occasion to examine her scalp?
 A Yes, I did.
 Q What did you see on her scalp?
 A I saw large scabs on the forehead of her scalp and her hair was uneven in color, partly red and partly black.
 Q What else did you see?
 A That it was very broken off.
 A I noticed it coming out.
 Q Very much?
 A The comb was full of combings out of her hair.
 Q Were there any marks on her scalp?
 A I noticed scabs and patches or dandruff and, it seemed to me, the after effects of burns.
 Q How large were these scabs?
 A About a quarter of an inch.
 Q Deep were they?
 A Quite deep." (II, 60, 61 ** 61, 62)

Mrs. T. K. Woo, another American lady, was asked about plaintiff as follows:

- Q Did you know her prior to June 1922?
 A I knew her before I went away.
 Q Did you notice her hair when you returned?
 A Yes, it was very much changed.
 Q Did you look at her scalp?
 A She showed me some scars on her scalp. I noticed her hair was changed and she told me she had used some shampoo.
 Q Tell the Court the condition of the scalp.
 A She showed me her scalp which had some blisters on it and some little scars.
 Q Did you ever see her comb her hair in the month of July?
 A Yes.
 Q What did you notice?
 A I noticed it was broken and the color was changed. It was also very thin.
 Q What happened when she combed her hair?
 A It came out very much. **
 Q What called your attention to the thinness of her hair?
 A Because before she used to have such pretty hair. **
 Q You don't know how thick it was at that time?
 A I know it was very nice.
 Q You have reference to the thickness?
 A It was thicker than it is now.
 Q How do you know?
 A I have often seen her combing it. We became very intimate.
 Q And she pointed out these scars did she?
 A Yes.
 Q What was the color of her hair prior to June 1922?
 A She had dark brown hair.
 Q Inclining to be slightly reddish?
 A Not so very much; a little bit.
 Q Will you please describe the scars which you saw on Mrs. Ren's scalp?
 A They were like little blisters.
 Q Were they soft?
 A I did not touch them. She said her head was very sore.
 Q This was in July?
 A Yes." (II, 76-7, ** 77 ** 77-8).

Dr. Julian Petit, an American physician of 12 years experience, testified of plaintiff

"She came to me somewhere about the time this case was filed and asked me to look at her hair. I found that there was a considerable loss of hair. The hair was very sparse and evidently it had fallen out. It was of a brownish color and appeared sort of dead. It was not a very bright color and there were some grey hairs amongst it, while on the scalp there was dermatitis and papular eruption on the scalp.

- Q Did you ever see her before June, 1922?
 A Yes, I saw her before that.
 Q Did you notice the amount of hair on her head?
 A I have always noticed that she had a very big head of hair. It was of rather a brunette color and there seemed considerable of it." (II, 64, 65)

Plaintiff's husband likewise corroborates her (II, 44 *et seq.*) stating that he had applied the same shampoo on his own head with similar effects and further testifies as follows:

- Q Did your wife have very much hair before she applied this shampoo?
 A Very much more.
 Q In comparison, how much more?
 A Her hair was at least more than seventy or eighty per cent. more than she has now." (II, 46)

Plaintiff's conduct, immediately after the event, corroborates her testimony. Two witnesses (I, 2; II, 62, 80, 81) who were employed by defendant testify that she came to its store about that time with the bottle of shampoo about two-thirds full, making practically the same complaint as in her testimony.

Moreover, at the trial (II, 5) plaintiff uncovered her head and showed the presence of false hair which she and others declared she had not previously worn. This exhibition in open court tended to corroborate her testimony and gave defendant the opportunity of cross-examining her and inspecting this personal exhibit even to the extent of making it the basis of expert testimony. We are unable, therefore, to uphold defendant's claim of "plaintiff's refusal to submit to a physical examination of her scalp and hair by recognized medical experts." (Brief p. 77) For not only does the record show this voluntary exhibition in open

court but it also discloses (II, 64, 145) that she voluntarily visited at least two medical experts and asked one of them (p. 64) to make such examination, which he did. She also called on the other (p. 145) who later testified in defendant's behalf but was not asked about an examination nor were the two other medical witnesses asked by defendant's counsel to examine her head when they testified.

It is true that this court overruled a motion for "an order directing" her to submit to an examination before trial; but that ruling was based on a decision⁵ of the Supreme Court declaring her exempt from such requirement. She, in other words, had a right to be absolved from such an order and the right would be worthless if she were to be so prejudiced by its exercise that the same should prevent recovery for an injury. The situation is analogous to an accused's exemption from testifying. No unfavorable inference may be drawn from the exercise of that right⁶ and it would seem equally prejudicial to draw it in this case. As was said in a decision⁷ cited by defendant's counsel,

"This rule [of unfavorable inference from the non-use of evidence] does not apply to privileged communications for reasons too obvious to mention."

Justice Gray's *obiter dictum* regarding a plaintiff who "unreasonably refuses to show his injuries when asked" has no application here where, as we have seen, plaintiff did show her injuries in open court (II, 5) besides consulting the physicians above mentioned. The following question was not pressed and consequently not answered:

"I will ask you whether you will agree to submit to a physical examination by physicians subpoenaed to testify on behalf of the defendant, in the presence of the proper parties?" (II, 13).

Then followed the question, "Why won't you submit to an examination?" to which objection was sustained, the question assuming a fact not proven, and being so far as it related to plaintiff's exercise of a right, immaterial.

As against this formidable array of evidence regarding the consequences of plaintiff's use of this shampoo, we find only one attempt at contradiction. A stenographer employed by defendant stated (II, 83) that she had seen plaintiff's hair before June, 1922 and that it was "a kind of reddish brown." Considering the witness' position and that this statement is contrary to that of several disinterested witnesses, with ample opportunities of observation, we do not feel called upon to discuss it further but it seems hardly probable that had such been the color, she would have asked a hair dresser (II, 165) to dye her hair "a chestnut brown." This claim, moreover, is contradicted by another disinterested witness (II, 166, 167). The discrepancy between plaintiff and the stenographer above mentioned as to the kind of hat the former wore when she reported at the store, and whether she removed it, might easily result from the mistake of either in relating an incident nine months old. The same remark would apply to plaintiff's estimate of the time which elapsed before she could comb her hair. Her testimony (II, 22) that she did not go to Dr. Dunn palpably relates to the question almost immediately preceding as to whether she had asked physicians to testify and we interpret her answer to mean that she did not go to Dr. Dunn for that purpose. The latter did not say (II, 145) that plaintiff talked with him about the case. In fact he stated (II, 146) that his testimony "would be of very little value," and, apparently for that

reason, defendant's counsel, who called him, did not examine him further. And since the question of plaintiff's credibility has been raised, we feel called upon to add that we took particular note of her demeanor while testifying and found it frank and convincing. But it would make little difference if her testimony regarding her condition were disregarded altogether. There is enough other evidence to show that her hair was irreparably damaged, if not ruined.

II

When we come to inquire into the cause of this misfortune we are met at the outset with the undisputed fact that the condition followed closely upon the application of the shampoo. The motto *post hoc ergo propter hoc* is not an unerring guide; but neither is it without significance. Here even defendant's employes testify that the bottle contained alkali. Mr. Schlotten, defendant's manager, and a chemist from the University of Berlin, testified that after the return of the shampoo

"Mr. Hensler showed me the bottle and said 'A lady has been here complaining that it burned her scalp.' I tested it by the usual test of tasting it. It had an alkaline taste so I told him 'By the way this shampoo is not what it ought to be. Our new shampoo is neutral and we have to find out how it happens that this alkaline shampoo is still on the market.'" (II, 112)

Mr. Wilhelmi, a former employe of defendant, testifies (I, 12) that Mr. Miller, the company pharmacist who analyzed the bottle in question after its return, stated "that the preparation was excessively alkaline." Mr. Miller himself testified subsequently but did not deny the statement and it stands uncontradicted. Indeed other witnesses testify to similar statements (II, 9, 11, 41, 47, 83). What Mr. Miller meant by the "excessively alkaline" might be determined, not from the testimony (II, 115) of another witness but from a separate chemical analysis of this particular bottle's contents. Unfortunately such analysis was never made. Instead, some "twenty or thirty" bottles (II, 86) were turned over to Mr. Miller who "tested them with litmus paper" (II, 94). But Manager Schlotten was asked

- Q Can you tell from the litmus test the amount of free alkali in the bottle?
- A No.
- Q What test would you have to make to find the amount of alkali in the bottle?
- A If you make a chemist's test then you would have to use a normal solution of either Hydrochloric or Hydrosulphuric acid, which is standardized, and use an indicator and from the difference which the burette shows you would see the amount of normal solution used and figure back how much alkali there was.
- Q Did you make such a test?
- A It was not considered necessary.
- Q Then how can you say how much alkali was there?
- A From the test with the oleic acid, which is a practical test." (II, 120, 121)

Dr. Felger, another witness for defendant, was interrogated on this point as follows:

- Q Would it not be impossible to tell the amount of free alkali in a bottle by the litmus test—the percentage of free alkali?
- A Yes. You cannot tell the percentage by the litmus test.
- Q What sort of test would have to be made in order to tell the percentage?
- A You would have to neutralize it with an acid solution and estimate quantity of acid which was used to neutralize." (II, 135)

Now this test was made by Mr. Pozniakoff, a 19 year old Russian employe of defendant, who testifies:

- *All the coconut shampoo I received was put up in a container and neutralized with oleic acid.
- Q And will you tell me how much oleic acid it took to neutralize the solution?
- A It was about four to five per cent. solution.
- Q What did you do then, after you had neutralized the solution?
- A It was mixed with a new batch. It was first tested whether it contained any excessive alkali by our chemist and then it was sent to the finishing department, the bottles were filled and put into stock." (II, 98, 99).

On this point Manager Schlotten was further questioned as follows:

- Q Mr. Pozniakoff took all the bottles?
- A As far as I understood he took all that were alkaline.
- Q He poured them all together and then neutralized them. How must he be able to tell how much alkali there was in one particular bottle?
- A Because they were all more or less alkaline to the same degree." (II, 119)

But this is directly contrary to the pharmacist, Miller, who says (II, 94) "some of them I found to be alkaline, some of them were not."

5. U. P. R. Co. v. Botsford, 141 U. S. 250, 35 L. ed. 734.

6. People v. Mannausau, 60 Mich. 15, 26 N. W. 797, the court saying, "It is now settled in this state that no inference can be drawn from the refusal of a witness to answer a question because it may tend to criminate him, on the ground that the doctrine is necessary in order to make the privilege of any value, (Carne v. Litchfield, 2 Mich. 340; Foster v. People, 18 Mich. 273, citing Rose v. Blakemore, Ryan & M. 382, and Lord ELDON in Lloyd v. Passingham, 16 Ves. 64.)"

"The claim of privilege and its allowance is properly no part of the evidence submitted to the jury, and no inferences whatever can be legitimately drawn by them from the legal assertion by the witness of his constitutional right. The allowance of the privilege would be a mockery of justice, if either party is to be affected injuriously by it." Phelin v. Kenderdine, 20 Pa. State, 363.

7. Lauer v. Banning, 152 Ia. 99, 131 N. W. 783.

Dr. Felger further testified:

- "Q If you took seven or eight bottles together including the one complained of, and tested them, you would not be able to tell the amount of alkali in the one bottle complained of?
 A No, you would have a mixture.
 Q You would have a percentage of them all?
 A Naturally." (II, 135)

It is clear, then, that no exclusive chemical analysis was ever made of the contents of plaintiff's bottle and that it is now impossible for us ever to know the percentage of alkali which it contained. And this situation is due entirely to defendant. One cannot but agree with counsel for plaintiff that the latter showed unusual good faith in trusting the bottle entirely to defendant and it could have responded adequately by a disinterested chemist not in its employ. Had it done so and had the result supported its present contention, it would hardly have needed better evidence. But, having destroyed this very important item of proof, defendant seems subject to the rule which its counsel has invoked against plaintiff, viz.:

"The conduct of the party in omitting to produce that evidence in elucidation of the subject-matter in dispute, which is within his power and which rests peculiarly within his own knowledge, frequently affords occasion for presumptions against him, since it raises strong suspicion that such evidence, if adduced, would operate to his prejudice."⁸

In a case⁹ cited by defendant's counsel where a seaman sued for negligence of the shipmaster in failing to provide proper medical attendance, the court said:

"Counsel for respondent contended that it did not follow that libellant's condition arose from the master's neglect hereinbefore recited; that libellant had been the subject of a serious attack of malarial fever some four months before entering the ship's employ; and that his ailments while on shipboard, and at the hospital, might have been malarial, and not typhoid fever. Suffice it to say that it was easily within the power of the respondent to have cleared up all these matters, if it desired to do so. The quarantine officer at New York could readily have been called to explain the circumstances connected with allowing the ship to pass quarantine with the libellant on board in his then condition, as could the doctor at the hospital, whose certificate was furnished, showing the existence of typhoid fever, and, indeed, the man who took libellant's place while sick at Colon could have explained whether he passed quarantine at New York as and for the libellant; none of which things were done, and the usual presumptions from such failure should arise."

Plaintiff was awarded G. \$1200. by the court.

In another action against the same ship¹⁰ the principal question was whether the accident sued for had been caused by a defective rope.

"Whatever doubt there is on the question," said the court, "should be solved in favor of the libellant; since the ship failed to produce the rope, which was in her possession, that would have settled the question of its safe or unsafe condition, and whether it broke, or was new and inflexible, and became untied, thus causing the accident."

So here, the production of plaintiff's bottle with the contents analyzed separately by a disinterested chemist would have "settled the question" of how much alkali it contained and any doubt on that point must be resolved in plaintiff's favor.

This unfavorable presumption is further strengthened by the fact that, following the disclosure of plaintiff's experience defendant withdrew from the market its stock of shampoo from which plaintiff's bottle came. On July 27, 1922, defendant's then manager wrote plaintiff's husband:

"Upon investigation it was found that the stock was old and we immediately withdrew such old stocks from various places in Shanghai." (Ex. A.)

Again the formula for making the shampoo was changed (II, 88). The present manager was asked

- "Q What was the matter with the old formula?
 A It contained free alkali-Potassium Carbonate. It was added intentionally." (II, 120)

Evidently it had been found, therefore, that "free alkali" was not a proper ingredient. But why, unless it proved injurious?

Starting with this presumption and recalling the unadmitted statement of defendant's pharmacist that the shampoo was "excessively alkaline," we may next

inquire what the evidence discloses concerning the effect of such a mixture on the scalp.

Dr. Petit testified on this point as follows:

- "Q What would too much alkali do to the hair?
 A These things very frequently will cause loss of hair or ... up dermatitis or something of that kind. The hair would probably become dead.
 Q Would it cause burning?
 A That is the usual thing the great authorities will attribute to it." (II, 65)

The following was brought out on cross-examination:

- "Q What action does the acid or alkali take?
 A It destroys the hair. **
 Q Would you call 2% solution a strong solution?
 A It depends. You are putting that on a skin. Some people's skins are very sensitive and a two percent. solution might be strong for them.
 Q Would you call it a strong solution?
 A Strong enough to do harm.
 Q To eat the roots of the hair out?
 A Strong enough to do harm. **
 Q Would you call a two per cent. solution a strong one?
 A I have said it would be strong enough to do harm." (II, 66 ** 69 ** 70)

It will be seen, then, that the bulk of this evidence was elicited by defendant's counsel. Indeed the cross-examination covered about nine and one-half pages while the direct examination was limited to about one page and a half. Now the rule is that, tho "a party makes a valid objection to the introduction of evidence" if he "afterwards puts in evidence proving the same facts, he waives his objection."¹¹

Here no objection was offered to any of Dr. Petit's testimony; but after defendant's counsel had cross-examined for a time he moved to strike from the record that already given. This court has frequently applied in trials and formally announced in at least one decision "the well known rule that 'the objection must, ordinarily be made as soon as the question is stated and before the answer is given,'"¹² "otherwise it is proper for the court to decline to strike out the answer."¹³ "It (the objection) cannot be made after the evidence is admitted."¹⁴

But aside from the foregoing we are of the opinion that the application to strike should not have been sustained. We shall assume that the ground of the application is correctly stated in defendant's motion of April 13, 1923, viz. that the testimony was "based partly upon the examination and partly upon the history of the case." In his brief, moreover, counsel states.

"Dr. Petit testified that he based his opinion and his evidence partly upon the history of the case and partly upon the examination." (p. 7)

But we do not find that the witness so testified. The first important question asked him was,

- "Q Did you have occasion to look at her (plaintiff's) head?
 A I did.
 Q Tell the Court what you saw" (p. 64)

The witness then proceeded to tell what he saw. He continued to do so in answering subsequent questions and there is not the slightest indication that his answers were "based partly upon * * the history of the case." The next important question was "Can you tell what that (condition) came from?" and the material part of the answer was

"She came to me somewhere about the time this case was filed and asked me to look at her hair. I found that there was a considerable loss of hair. The hair was very sparse and evidently it had fallen out. It was of a brownish color and appeared sort of dead. It was not a very bright color and there were some grey hairs amongst it, while on the scalp there was dermatitis and papular eruption on the scalp." (II, 64)

These answers were repeated in somewhat varied form, as we have seen, but there was still nothing to show that they were based on anything which plaintiff said. On cross-examination, indeed, the witness stated, "I have considered the whole case"; but that is far short of saying, and the witness nowhere said, that he based his testimony upon any statements of plaintiff.

8. Kirby v. Tallmadge, 160 U. S. 379, 40 L. ed. 463, quoting Starkie on Ev. I, 54. See also The New York, 175 U. S. 204, 44 L. ed. 126; Clifton v. U. S. 4 How. 242, 11 L. ed. 957; The Georgetown, 135 Fed. 854; The Bombay, 46 Fed. 665; The Fred. M. Laurence, 15 Fed. 635; The Freddie L. Porter, 8 Fed. 170.

9. The M. E. Luckenbach, 174 Fed. 265.

10. The Luckenbach, 144 Fed. 980.

11. Gale v. Shillock, 4 Dak. 182, 29 N. W. 661. Cf. Wigmore, Ev. I, 61.

12. U. S. v. Furbush, 11 Extrater. Cases, 89.

13. Wigmore, Ev. I, 53.

14. Cyc. XXXVIII, 1392.

15. Id.

The difference between this evidence and that in the cases cited on this point in defendant's brief, becomes apparent on comparison. Thus in the Supreme Court decision¹⁶ the witness was asked his opinion "from all you know about him" (the patient) which would include his statements and other hearsay. Here the witness was asked to "tell the Court *what you saw*." Besides, the decision cited in no way qualifies an earlier one¹⁷ where the same court upheld the admission of

"utterances and exclamations of the defendant when undergoing physical examinations by the medical witnesses."

In another case¹⁸ from which counsel quotes almost the entire opinion, the witness was asked

"Did you reach that conclusion from a physical examination, looking at him?"

To which he answered:

"Partially physical, and depending upon his statement of his subjective symptoms."

Moreover, the disease there in question (neurasthenia) was one of which the court said:

"No physician can classify a given case as traumatic unless he has a history from which he can say that an injury occurred."

Hence his testimony must have been based upon the history. This was also true in the preceding reference¹⁹ where the witness was expressly asked

"Now, Doctor, taking into consideration the history that Mr. McMican gave you of himself ** I will ask you to state ** whether or not the probability is that the condition you found existing at the time you made your examination, as you found it, could be or might be caused by the injury which he stated he had received?"

Of course this called for an opinion based upon "subjective symptoms"; but no such opinion was asked or given here.

It is further complained in the brief that Dr. Petit "was permitted to give his opinion on matters directly in issue." The basis of this complaint is the answer to the question already quoted, *viz.* "Can you tell what that came from?" Here again the rules above quoted apply because of defendant's failure to object. For any ground of objection was apparent as soon as the question was propounded and "If a party will not object he admits the competency of the witness."²⁰ But we do not think the answer falls within the rule invoked by counsel; for the witness did not give his own opinion at all but merely called attention to that of the "authorities." In one of counsel's principal citations²¹ the Second Circuit Court of Appeals affirmed a judgment notwithstanding witnesses had been allowed to state "what in their opinion was the cause of the explosion;" for, said the court, they "were accompanied by such a statement of the reasoning which led to the witnesses' 'opinions' that the answers were but arguments only, of the weight of which the jury was quite well able to judge." Here the "arguments" consisted in citing authorities of which the court should be able to judge. And it may be added that the rule is for the protection of the jury and could hardly have applied in a trial such as this. But in any event, the court should be as well "able to judge" as in the case just cited. Moreover, it was in reply to questions (p. 66 *et seq.*) by defendant's counsel (who cannot of course complain) that the witness later gave his own opinions as to the cause. All that he said on direct examination might be excluded and we could still find from his evidence that alkali was the cause of plaintiff's misfortune.

The doctrine of our own Court of Appeals is well set forth in the following excerpt from an opinion²² quoted by defendant and supported by an array of authority:

"The court did not err in permitting Dr. Brill to give his opinion as to the cause of Mrs. Roller's condition. The rule is well settled that a medical expert may form and express an opinion of the nature and cause of the bodily or mental condition of his patient,—her illness, symptoms, pains, and

suffering—derived from his own knowledge, from his attendance, treatment, and examinations, although based in part upon her statements and complaints made at different times as to her pains and sufferings, and, in this connection, to give his opinion whether her injuries are liable to be permanent, and whether her present condition is due to or caused by sickness, injury, accident, or violence."

We do not find that this doctrine was based on the belief that the witness "had been in constant attendance upon the plaintiff almost from the very moment of the accident" (Brief p. 9). The fact was that he had never met her until nearly three weeks after the accident (100 Fed. 751, 739). In this case, Dr. Petit knew plaintiff before she applied the shampoo and had noticed her hair (p. 65). He examined her head "about December or January" (p. 64), which might be six months after the application, prescribed for, and treated, her. (pp. 28, 29)

But it is urged that this was not sufficient to qualify him as plaintiff's physician and that she failed to show due diligence in seeking medical treatment. The numerous cases invoked by defendant's counsel on this point announce the rule that a party who suffers an injury *requiring medical attention* is guilty of contributory negligence if he fail to seek it. But in some of these very cases it is recognized that the necessity of medical treatment will not be presumed. Thus in one of them it is observed:

"As to the failure to call in a physician sooner, it could bar plaintiff's suit only if it were shown to have contributed to the result. ** No proof of this kind is made, or pretended to be made." ²³

In another

"If the contention is that plaintiff's injury was aggravated by negligence, the burden is upon the defendant to show that fact in mitigation of damages." ²⁴

This is the doctrine well established in this jurisdiction²⁵ *viz.* that contributory negligence is a defence which like other defences is for the defendant to prove. Moreover it must be pleaded; and the great weight of authority is that it can not be raised under a general denial,²⁶ such as defendant sets up. In any event the mere failure to call a physician at once was not negligence. In a case²⁷ where a similar contention was urged, the court said of defendant:

"The fall and injury received by her were not such as produced in her mind, or the mind of her husband, such an apprehension of immediate danger to her life or health as to cause them to send for a physician at the time, and it was only when they were warned by repeated pains of the wife to call a physician that one was sent for. We do not think there was any negligence shown on the part of the appellee or his wife."

Ordinary care alone was required.²⁸ It is true that Dr. Reiss testified:

"In such cases where you have such intense pain you must have medical assistance.
Q You mean she would need medical attention?
A She would need it in such a condition."

But neither he nor any other witness says that medical attendance after using this mixture, could have prevented the loss or discoloration of plaintiff's hair and Mr. Schlotten told her (II, 104) that all she needed was a 35 or 50 cent preparation.

Dr. Petit was not alone in his testimony regarding the effects of alkali on the hair. Dr. Felger, called by defendant, testified:

"Q "Can you destroy hair by an acid or alkali?
A Yes. Hair can be destroyed by concentrated solutions of alkali or acid.
Q What would be the effect of a concentrated solution on the scalp?
A It would be very destructive.
Q Will you please explain what you mean?
A It would destroy the layers of the skin.
Q Cause the hair to fall out too?
A The hair is part of the skin. If you destroy the lower part of the skin, you destroy the hair as well.
Q Would it destroy the roots of the hair?
A It would destroy the whole thing." (II, 126-127)

23. Joiner v. R. Co., 128 La. 1050, 55 So. 670.

24. Birmingham Co. v. Anderson, 163 Ala. 72, 50 So. 1021, citing Louisville, etc. R. Co. v. Falvey, 104 Ind. 409, 3 N. E. 389, 4 N. E. 908; Chicago, etc. R. Co. v. Meech, 163 Ill. 305, 45 N. E. 290; Bradford v. Downs, 126 Pa. 622, 17 Atl. 884.

25. Star Garage Co. v. Honigsberg & Co., 1 Extrater. 559; Raigorodetzkaia v. Arnold, Id. 593; Inland etc. Co. v. Tolson, 139 U. S. 551, 35 L. ed. 270 and citations.

26. Encyc. Pl. & Pr. V, 10 (4); Cyc. XXIX, 581.

27. Texas etc. R. Co. v. Neal, (Tex. Civ. A.), 33 S. W. 693.

28. Berry v. Greenville, 84 S. C. 122, 65 S. E. 1030.

16. Raub v. Carpenter, 187 U. S. 159, 47 L. ed. 119.

17. N. P. R. Co. v. Umlin, 158 U. S. 275, 39 L. ed. 977. Cf. Travelers' Ins. Co. v. Mosely, 8 Wall. 397, 19 L. ed. 437.

18. Lee v. R. Co., 206 Fed. 765.

19. U. P. R. Co. v. McMican, 194 Fed. 393.

20. Gregory v. Dodge, 14 Wend. (N. Y.) 617, quoted in Wigmore, Ev. I, 53.

21. Castner Co. v. Davies, 154 Fed. 938.

22. D. & R. G. R. Co. v. Roller, 100 Fed. 752.

This witness placed the percentage of alkali which would be harmful higher than Dr. Petit, but admitted (II, 133) that he knew of "no cases" of that kind while Dr. Petit testified to actual cases (II, 71). Besides it must be remembered that we do not know what percentage plaintiff's bottle contained. We only know that it was "excessive" and that the presumption is against its harmlessness. The Hungarian physician called by defendant, estimated the percentage of harmful alkali as higher even than Dr. Felger. Indeed he went so far as to say that a 30% solution would be harmless "for one minute." But when asked if he would apply such a solution to his own head he hastened to reply "Not for a minute. For a second, that is all." (II, 164)

The difficulty with such testimony is that it leaves unexplained the situation disclosed by the evidence here. Dr. Petit assigns causes which harmonize with the remaining evidence. The two other physicians give their opinions as to what would or would not happen under certain circumstances but fails to explain what actually *did* happen to plaintiff. For, in view of her undisputed testimony (II, 17-20) and defendant's admission (II, 167) we cannot regard the other possibilities which they mentioned (II, 124, 138, 139) as offering an explanation. And here we may adopt the language used in a case²⁹ cited in defendant's exhaustive brief, to which we are much indebted:

"The miscarriage had a cause; and, there being one so obvious, what wisdom is there in doubting and searching for any other? Several physicians testified to the improbability, or impossibility, of a foetus being carried so long with a continual loss of sanguinal fluid; but other physicians contradicted them, and the testimony of plaintiff and her sister establish it as a fact."

Moreover, of the three physicians who testified on this point Dr. Petit is the oldest, has practiced the longest and is the only one who had examined plaintiff's head. His conclusions, too, are supported by the very significant circumstance that others who purchased and used defendant's shampoo about the same time as plaintiff, suffered similar experiences. Such were the cases of Mrs. Stewart (II, 36-38), Mrs. Breen (II, 38-42) and Mrs. Walter (II, 114). Concerning the latter, in discussing plaintiff's experience, defendant's manager testified:

"The only other complaint I know of was by Mr. Walter, employed by the American Drug Co. and he said his wife had used it. When he heard about this he said 'My wife has had a similar experience and it caused her an irritation which lasted her for a week.'" (II, 114)

Yet it appears that this was not "the only other complaint" for he testifies later:

"Q The other shampoos caused irritation to the scalp?
A Yes, we have not infrequently had complaints. * *
Q What was the nature of the complaints?
A The same irritation." (II, 117)

The following testimony of plaintiff on this point is uncontradicted:

"Q Did Mr. Wilhelm say that any other complaints had been made to him about this shampoo?
A Yes, the day I brought the bottle back, there was another complaint, either that day, the day before or two days before." (II, 9-10)

With such practical corroboration of Dr. Petit's testimony together with the other considerations above mentioned, we feel justified in finding that the damage to plaintiff's hair was caused by excessive alkali in the shampoo sold by defendant.

We have not overlooked the practical test of defendant's manager nor the fact that he tasted the contents of the bottle when returned by plaintiff. We can see some difference, however, between merely touching the tongue to a substance and rubbing it on the scalp with the hand. Then, as the same manager himself admitted (II, 125) "there are all kinds of scalps." His further testimony on this point seems worth quoting:

"First it would depend upon the skin. On a skin which is perhaps in an irritated condition, or supersensitive, it might have a different effect from that on a normal skin. There is another consideration which enters, especially in Shanghai. As everybody knows who has been here for any length of time, June and July are the months when there is a lot of prickly heat. If you used an alkaline solution on an irritated skin it is bound to have a different effect from that on a normal skin. There are no solutions which would have the same effect upon two persons." (II, 110)

Knowing so well these conditions it would seem that defendant was especially chargeable with care. Selling indiscriminately a solution which might serious-

ly affect a supersensitive skin, would constitute negligence, even tho the same solution might be harmless to others.

III

In estimating plaintiff's damages, we are obliged to consider the physical pain disclosed by the evidence,³⁰ the mental suffering,³¹ and, last but not least, the personal disfigurement. For it is settled by the great weight of authority that this latter is a proper element of damage.³² Thus, in a case³³ where there was nothing more permanent than a scar on the jaw, a verdict of G.\$1,500 was upheld, tho the Court apparently regarded it as insufficient, considering

"above all the fact that the plaintiff must go through life with her face disfigured, and it cannot be said that the verdict is excessive, even if it be founded upon actual damages."

In another case³⁴ where the award was G.\$2,000 for a similar injury, stress was laid upon the fact that

"the scar will be a permanent disfigurement of her person, for which she is entitled to some compensation."

Where the plaintiff was awarded G.\$7,500 for the loss of an eye, a motion to reduce the same to G.\$2,500 was overruled and the report of the commissioner confirmed. It held plaintiff

"entitled to compensation for the physical and mental pain and suffering which she has already endured, the mental suffering she will hereafter endure, loss of earning power, past and future, the injury to her personal appearance, past and future, and the impairment of her prospects of marriage." ³⁵

Under the evidence here that alkali would destroy the roots of the hair, it is hardly to be doubted that the loss would be permanent and this, coupled with the discoloration shown by various witnesses would seem to afford for a young and active woman like plaintiff, a disfigurement no less distressing than the scar in the two cases above cited. Moreover, by the weight of authority, it is proper to allow damages for the mental suffering caused by the contemplation and realization of such disfigurement.³⁶

Of course, such damages cannot be assessed in the same way as those entailing pecuniary loss. But

"The impossibility in such cases of definitely measuring the damages by a money standard is no reason for denying to the injured person the only relief the courts can afford. The authorities recognize bodily pain and disfigurement as items for which compensation is to be made in the assessment of damages for personal injuries." ³⁷

An award must be made "although there be no data which will authorize any given or fixed damages, some of the elements of which, as we have shown, are incapable of exact admeasurement." ³⁸

"The entire recovery is for damages of a nature incapable of any standard of measurement external to the minds and consciences of the jury. In this respect, though they are not punitive, all claim to punitive damages having been renounced at the trial, they are as indefinite and indeterminate in their elements as are damages of that class." ³⁹

"It is true that there is no gauge furnished by the law for measuring such damages, and that it is, to a great extent, sentimental. But there is an element of sentiment in all damages,—even in the possession and use of money itself,—for a given amount of money may be of far more value to one person than to another. While all these considerations tend to prevent the assessment of damages in any case from being absolutely adequate or measured with exactness and understanding, they will not prevent the approximate measurement, and must be submitted to the best judgment of the jury." ⁴⁰

In the light of these decisions and upon the whole evidence we are of the opinion that plaintiff is entitled to an award of Tls. 4,000.; for which sum, together with costs, judgment is accordingly rendered in her favor and against the defendant.

29 Joiner v. R. Co., 128 Ia. 1050, 55 So. 671.

30 Sedgwick Damages I, sec. 41.

31 Id., sec. 47.

32 Corpus Juris, XVII, 843, note 19.

"The trial court did not err in instructing the jury that disfigurement of the plaintiff caused by the injury complained of is an element of damage to be considered by them. Such disfigurement is an element of damage." Giffen v. Lewiston, 6 Idaho 231, 35 Pac. 545.

33 Cameron v. Bryan, 89 Ia. 214, 56 N. W. 434.

34 The Oriflamme, 18 Fed. Cas. 815, 3 Sawyer, 397, citing Karr v. Parks, 44 Cal. 49.

35 Korzib v. Netherlands-American Steam Navigation Co., 175 Fed. 998, Cf. Smith v. Pittsburgh & W. R. Co., 90 Fed. 783.

36 Corpus Juris, XVII, 835, note 72.

"It is well settled in Indiana that personal disfigurement or deformity resulting from negligent injury is a proper element to be considered in estimating damages, and such 'anxiety and distress of mind as are fairly and reasonably the plain consequences of injury complained of' are proper elements of damage." Harrod v. Bisson, 48 Ind. App. 549, 93 N. E. 1093.

37 Mayor, etc. of Birmingham v. Lewis, 92 Ala., 352, 9 So. 243.

38 Alabama Great Southern R. Co. v. Flinn, (Ala.), 74 So. 246-252.

39 Bleckley, C. J. in Western & R. A. Co. v. Young, 81 Ga. 397, 7 S. E. 912.

40 Gray v. Washington Water Power Co., 30 Wash. 665, 71 Pac. 206.

ON MOTIONS BY BOTH PARTIES.
(decided November 23, 1923.)

Defendant has filed a motion to settle a bill of exceptions, allow a writ of error and citation and extend the time for docketing an appeal. Plaintiff has meanwhile filed a motion for execution of the judgment.

So far as the bill of exceptions is concerned it will be allowed and settled as soon as it is found correct; but preliminary thereto it should be served upon the adverse party to enable amendments or corrections to be proposed. This is by analogy to the practice in equity cases.⁴¹ There is no authority for imposing upon the overworked clerk the duty of inspecting and correcting such bill. It is for the adverse party to ascertain if there are errors or omissions and if none are pointed out the bill will usually be signed as of course.

The writ of error will also be allowed; but the form of order submitted by defendant refers to the bond which, it recites, "shall operate as a *supersedeas*." This is the point raised by plaintiff's motion for execution and is the crucial one in both motions.

"In any case where a writ of error may be a *supersedeas*," it is provided ⁴² "the defendant may obtain such *supersedeas* by serving the writ of error, by lodging a copy thereof for the adverse party in the clerk's office where the record remains, within sixty days, Sundays exclusive, after the rendering of the judgment complained of, and giving the security required by law on the issuing of the citation."

And the Supreme Court has construed this as follows:

"The service of a writ of error, or the perfection of an appeal within sixty days, Sundays exclusive, after the rendering of the judgment or the passing of the decree complained of, is an indispensable prerequisite to a *supersedeas*, and it is not within the power of a justice or judge of the appellate court to grant a stay of process on the judgment or decree, if this has not been done."⁴³

"The permission to give the security required by law can be granted to him only who, having served his writ of error as aforesaid—that is, within the 60 days. It seems to me that I could not grant the *supersedeas* without coming in conflict with the words of the statute, and with its construction."⁴⁴

Naturally, what the appellate court cannot do, we cannot.⁴⁵

In opposing the motion for execution defendant's counsel stated that he had been unable to obtain a complete transcript of the evidence because of the Court Reporter's absence on the northern circuit. Counsel admits that he received all but two pages long before judgment and the Reporter makes oath that these were delivered to him "on or about April 27, 1923, as shown by the Court's chit book No. 1." Counsel admits having initialled the said chit book entry and the Court Clerk states that according to the records, no other papers were sent counsel on that date. Moreover, the Court Reporter, even while absent, was still accessible by mail and a letter addressed to him at the Clerk's office would have been forwarded. He returned to Shanghai on September 9, which was within sixty days after judgment, and counsel does not claim to have written him until a month later.

But aside from this it will be seen from a casual reading of the statute above quoted that no transcript is necessary for a *supersedeas*; all that is required there is the writ of error, citation and "the security required by law." The latter, indeed, was given within the 60 days and approved. True; as it turned out, the approval was irregular⁴⁶ because the other two statutory requisites—the writ of error and citation—were not applied for within the sixty days; but the remedy for that is to revoke the approval. The petition for writ of error which was not filed until this month could have been filed at any time after the judgment of July 21.

The mandatory requirements for a *supersedeas* not having been complied with, both this court and the appellate court are now powerless to grant one⁴⁷ and

should we refuse execution, *mandamus* would lie to compel it.⁴⁸ The motion for execution is accordingly,

SUSTAINED.

LAWRENCE K. KENTWELL, PLAINTIFF, v. THE CHINA PRESS, INC., DEFENDANT.

(Cause No. 1941; decided March 23, 1923.)

SYLLABUS
(By the Court)

1. **Libel:** STARE DECISIS. The doctrine of Weigel v. The China Press Extrater, Cases 354, reaffirmed.
2. **Id.: PRIVILEGE:** JUDICIAL PROCEEDINGS. The publication of matter in the phraseology employed in the pleadings and judgment in judicial proceedings is privileged.
3. **Id.: In: Id.:** Where an attorney who appears for the defendant, in an action also makes application to expunge from the record certain allusions to himself, it is not exceeding a newspaper's privilege to publish that he appeared for himself as well as for defendant.
4. **Id.: In: Id.:** OVERSTATEMENT: Where the publication referred to such attorney as a "co-defendant" when he was not a party, the statement, though technically incorrect, will not afford the basis, for an award of damages, without evidence that the use of such term, independently of the other matter, caused the injury complained of; especially where the record shows that the proceeding was directed primarily against the attorney.
H. C. Mei, Esquire, for plaintiff.
S. Feisenden, Esquire and Messrs. Schuhl & Schoenfeld, by Mr. Schuhl, for defendant.

LOBINGIER, J.:

It is admitted by the pleadings in this cause that defendant is an American corporation which, at the time the cause of action arose, published both an evening and morning newspaper in the former of which the following article appeared on September 29, 1922:

"FRAUD CHARGE MADE AGAINST ATTY. KENTWELL. BRITISH LAWYER IS CO-DEFENDANT IN ACTION BROUGHT BY MR. CLOUGH

Mr. L. K. Kentwell, a British lawyer, and Mr. G. R. Grove, 123 Szechuen Road, were charged with false and fraudulent misrepresentation in an action brought by Mr. H. B. Clough in the British Supreme Court before the Registrar, Mr. G. W. King, this morning.

Mr. Clough bases his claim for the rescission of a deed made in writing on September 1st, 1921, whereby he, in consideration of the sum of \$3,000, assigned to Mr. Grove a certain judgment, recoverable by the plaintiff in the International Mixed Court in an action brought by him against Lia Keng-Kee for \$5,943.25.

The grounds of the action are that Mr. Clough was induced to execute the said deed or document in writing by false and fraudulent misrepresentation of the defendant and Lawrence K. Kentwell, the counsel for both parties to the said deed, to the effect that certain leasehold of the property, namely the remainder of the lease of 756 and 799 Avenue Road, entrusted to the said Lawrence K. Kentwell for sale under the order of the International Mixed Court, was of the value of \$3,000, and no more.

According to Mr. Clough the property was of greater value and when it was shortly afterwards resold the purchaser made a profit of \$500. Mr. Clough consequently asks \$1,000, damages and all costs. Mr. Philip Goldring appeared for the plaintiff, and Mr. Kentwell for himself and Mr. Grove. Pleadings were ordered."

With slightly changed head lines and phraseology the article was carried into defendant's morning paper and plaintiff alleges that it was "false, scandalous, malicious and unprivileged" and claims damages accordingly. The answer denies this and alleges

"that the publication of the same was and is privileged * * * a fair and correct statement obtained from Court records and was published by defendant after careful inquiry and investigation."

In a letter to defendant's counsel, shortly after the filing of the petition, which states his position tersely, plaintiff complains of the articles that

"they went out of their way and maliciously invented the three following facts concerning me:—

- (1) That I was charged with fraud.
- (2) That I was made a co-defendant.
- (3) That I was defending myself.

all of these three statements were pure inventions on the part of your clients and are libellous according to both English and American law. They may not invent facts, but may comment severely on the facts."

The action referred to appears to have been commenced in H. B. M. Supreme Court on September 19, 1922 by the issuance of a writ which recited:

"inter alia that the plaintiff was induced to execute the said deed or document in writing by the false and fraudulent misrepresentations of the defendant and Lawrence K. Kentwell, the counsel for both parties to the said deed."

Subsequently pleadings were ordered and the plaintiff in that case alleged in his "Statement of Claim" that:

"Plaintiff on the advice of the said L. K. Kentwell his then legal adviser executed a document not under seal purporting to be on assignment of his judgment debt etc. (Par. 10) * * * Plaintiff then believed and was so informed by the said L. K. Kentwell and the defendant that the monthly rentals of the houses upon the said leasehold property did not exceed \$4 to \$6 each and that the sum of \$3,000.00 was the maximum price obtainable. (Par. 10) * * * Plaintiff says that the monthly rentals of the said leasehold property varied from \$8 to \$10 and not

41 Supreme Court Equity Rule, 75; Foster's Fed. Pr. IV, 4628.

42 U. S. Rev. Stats. sec. 1007; Barnes Fed. Code, sec. 1404.

43 Kitchen v. Randolph, 93 U. S. 87, 23 L. ed. 810. Cf. Sage v. R. Co., 93 U. S. 412, 23 L. ed. 933; Danville v. Brown, 128 U. S. 503, 32 L. ed. 507; Logan v. Goodwin, 101 Fed. 654.

44 Shelby, C. J., in Robinson v. Furber, 189 Fed. 918.

45 New Eng. R. Co. v. Hyde, 101 Fed. 397.

46 McClellan v. Pyeatt, 49 Fed. 259.

47 Foster, Fed. Pr. (6th ed.) IV, 3811.

48 Stafford v. Union Bank, 17 How. (U. S.) 275, 15 L. ed. 101.

from \$4 to \$6 as represented by the defendant and the said L. K. Kentwell and that the real value of the said property was at the date of said document upwards of \$5,600.00. (Par. 16.) * * * And that he was induced to sign the same by the fraudulent misrepresentations of the defendant and the said L. K. Kentwell as to the value of the said leasehold property and the amounts of the said rentals." (Par. 17)

It seems clear, therefore, that the plaintiff in the case referred to did accuse the plaintiff in this case of fraud and the articles complained of, in so far as they refer to the causes of action, seem to quote from the writ and to use no stronger language than was there used. Indeed the defendant's editor states that he prepared the head lines from what purported to be a "literal quotation from the writ." The petition, it is true, alleges that defendant

"intended to charge and assert and to be understood as charging and asserting * * * that this plaintiff had been charged with the crime of fraud." (Par. 6)

But aside from the articles themselves there is no evidence of this. The phrase "charged with fraud" does not necessarily mean prosecuted for fraud.

"The words 'charge' and 'pending' are, indeed, susceptible of two interpretations—the legal and technical, or the popular and liberal. To the lawyer's mind a 'charge' would intend an accusation as to which formal notice was brought to the accused * * *. But, in the popular sense 'charge' and 'accusation' are practically synonymous."

That plaintiff was not charged with crime was also indicated by using the word "co-defendant."

"The title 'defendant' is more generally applied to a party in a civil than in a criminal suit or proceeding."

But the term "co-accused" or "co-conspirator" been employed the suggestion of a criminal charge would have much stronger.

It is but fair to the plaintiff to state that the proceeding referred to resulted in his exoneration. The Judge who tried the cause observed during its progress:

"The difficulty about this case is that it is a fierce attack on Mr. Kentwell who is not a party to the proceedings. It is nothing but an attack on Mr. Kentwell. Nothing, whatever, is said about Mr. Grove the actual defendant." (Ex. D. p. 7.)

And in summing up his conclusions the same Judge said:

"It seems hard that under the guise of an action of fraud against one man, and this charge being withdrawn early in the case, opportunity should be taken to hurl charges of fraud against another man who is not a party to the suit; and as far as I am at present advised, I doubt if he could have been made one." (Ex. D. p. 10)

But it will be seen from this that the Judge himself, at the close of the case, took the same view which defendant's editor had taken at the beginning, viz. that the present plaintiff was the victim of "charges of fraud." In view of this judicial declaration, which plaintiff himself has offered in evidence, we do not see how it can be said that the defendant newspaper invented the statement. It would, of course, have been more considerate for defendant, like the other local newspapers, to have refrained from mentioning this unfortunate charge. But we cannot deny its legal right to publish the contents of a judicial writ.

"A full, fair, and impartial report of a judicial proceeding is qualifiedly privileged."

Plaintiff's counsel relies upon a decision⁴ of this Court in a criminal prosecution where no question of privilege was involved. But it is rather surprising that neither counsel should have cited an earlier case⁵ where this Court discussed and applied the law of newspaper privilege, and which is controlling as to the point now under consideration.

II

But let us examine the third element complained of by the plaintiff in his letter *i. e.* "that I was defending myself." A careful reading of both articles fails to disclose that exact phrase in either. Each does, however, state that "Mr. Kentwell (appeared) for himself." As plaintiff was not a party to the action he really could not appear for himself as such; but the record of the case nevertheless discloses that upon the return day, September 28, which was before either publication, he had "appeared for the defendants in the case of Clough v. Grove, in the first stages" and "protested that my name should have been mentioned

in the writ of summons." Upon this a formal order (Ex. 2) was issued the same day and on October 4 plaintiff again appeared and filed a sworn application of six paragraphs asking that his "name be expunged from the endorsement to the claim on the writ of the action." (Ex. 1) Subsequently he withdrew as counsel in order to become a witness; but in view of this evidence we cannot see that it was a departure from the facts to state that he appeared for himself.

III

We have finally to consider plaintiff's second complaint of the articles, to-wit, the statement that "I was made a co-defendant." The term "co-defendant" appears in the headlines, only, of both articles and from a perusal of the body of the writ one, and especially a layman, would naturally infer that the plaintiff in that case intended to make the plaintiff here a party defendant. Indeed, as we have seen, the Judge himself characterized the proceedings as "nothing but an attack on Mr. Kentwell." The fact, therefore, that plaintiff was not a co-defendant renders the headlines in question technically incorrect but we doubt if it seriously aggravated the charges which were incorporated in the writ and statement of claim. The really damaging part of the articles was the quotation from the writ regarding "charges of false and fraudulent misrepresentation." That he was not actually a co-defendant would not, we fear, have greatly relieved the situation as regards the public so long as the writ constituted "nothing but an attack on Mr. Kentwell." It may be that defendant exceeded its privilege in stating that plaintiff was a co-defendant; but so long as this statement appeared together with much more serious ones which were privileged, it would be very difficult to base an award of damages upon the incorrect use of this one word. This branch of the case appears to fall within the doctrine of that already cited⁶ in which it was held that mere overstatement of the duration of plaintiff's arrest did not "become actionable libel without evidence that such overstatement in and of itself caused the damage complained of."

On the subject of damages, moreover, we may quote from a decision which this Court has already followed in the same case.⁷

"To sustain a private action for the recovery of a compensation in damages for a false and unauthorized publication, the plaintiff in such action must either aver and prove that he has sustained some special damage from the publication of the matter charged against him; or the nature of the charge itself must be such that the Court can legally presume he has been degraded in the estimation of his acquaintances or of the public, or has suffered some other loss either in his property, character, or business, or in his domestic or social relations, in consequence of the publication of such charge."

Here plaintiff neither avers nor offers to prove special damage; the publication of the charge contained in the legal papers was, as we have seen, privileged and the additional use of the word "co-defendant," while unauthorized, has not been shown sufficient to cause damage independently of the remaining matter. Moreover in reply to the plaintiff's letter above quoted defendant's counsel wrote on the following day:-

"My client will be glad to publish your version of the matter or any statements you would care to submit, without expense to you.

If there is anything in this article that you take exception to, you have only to write me of this fact and state what you want published." (Ex. 5)

And while, as we have observed in a recent case⁸ this was not technically a ground for mitigating damages, it supplements the testimony of defendant's editor that the articles including the headlines were written without malicious intent and with no desire to injure plaintiff. There is no contrary evidence.

But while we are unable to find that the proof here would justify an award of damages, we cannot say, either, that in view of the defendant's use of the term "co-defendant," plaintiff was wholly unjustified in bringing this action. We shall, therefore, allow him costs.

It is accordingly considered and adjudged that plaintiff have and recover his costs from the defendant.

1 People v. Roosevelt, 12 Misc. (N. Y.) 622, 34 N. Y. S. 228.

2 Tyler v. State, 63 Vt. 300, 21 Atl. 611.

3 Cyc. XXV. 406.

4 U. S. v. Armstrong, 1 Extrater. Cases 485.

5 Weigel v. China Press, 1 Extrater. Cases 354.

6 Id.

7 Id.

8 Stone v. Cooper, 2 Den. (N. Y.) 299.

9 Moore v. Elmont, ante p. 437.